Request for Proposal

The Ohio Facilities Construction Commission
Office of Energy Services requests proposals for:

Project DRC-15N001
Energy Conservation Project
Department of Rehabilitation and Correction
Chillicothe Correctional Institution
Chillicothe, Ross County
Date Issued: Wednesday, December 23, 2015

Pre-Proposal Meeting

Wednesday January 13, 2016 1:30 pm
Chillicothe Correctional Institution
15802 State Route 104
Chillicothe, OH 45601
(Meet in the lobby by the security desk)

Proposal Deadline

Friday March 11, 2016, 2:00 pm
Bureau of Workers' Compensation Security Desk
Ohio Facilities Construction Commission
Attention: Office of Energy Services
30 West Spring Street, 4th Floor
Columbus, Ohio 43215

This Request for Proposals consists of 4 parts and 16 attachments for a total of 232 pages. Supplements may be attached to this Request for Proposal with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

OFCC
OHIO FACILITIES CONSTRUCTION COMMISSION

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

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PART 1 - EXECUTIVE SUMMARY

1.1 Purpose. This is a Request for Proposals ("RFP") under Ohio Revised Code ("O.R.C.") Chapter 156. The Ohio Facilities Construction Commission (the "Contracting Authority") is issuing this Request for Proposals (the "RFP") to solicit competitive sealed Proposals ("Proposals") on behalf of the Department of Rehabilitation and Correction (the "Owner") for its Energy Conservation Project (the "Project"). If a suitable offer is made in response to this RFP, the Contracting Authority may enter into a contract (the "Contract") to have the selected Offeror (the "Contractor") perform the Project. This RFP provides details on what is required to submit a Proposal for the Project, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Project.

This RFP also provides the estimated dates for the various events in the submission process, selection process, and Project performance. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand. Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the Project phase may result in the State, in its sole discretion, refusing to consider the Proposal of the Offeror.

1.2 Background. Pursuant to O.R.C. Chapter 156, the Executive Director of the Ohio Facilities Construction Commission may implement energy conservation measures to significantly reduce energy consumption and operating costs of state-owned buildings. In compliance with O.R.C. Chapter 156, the Executive Director may enter into contracts for the implementation of energy saving measures in these facilities.

"Performance contracting" is a method of obtaining energy conservation measures, including design, installation, financing, and maintenance services, without initial capital expense. These contracts fund building improvements out of existing utility operating dollars. Such funding allows the Owner to take advantage of cost saving projects that might otherwise be foregone. This RFP begins the process by which such contracts will be executed. The goal is to maximize financial benefit to the Owner through implementation of these measures.

1.3 Structure of this RFP. This RFP is organized into 4 parts and has 15 attachments, as listed in the Table of Contents.

1.4 Calendar of Events. The schedule for the Project is given below. The Contracting Authority may, in its sole discretion, change this schedule at any time. If the Contracting Authority changes firm dates in the schedule before Contract award, it will do so by an addendum to this RFP. Changes in the Project schedule after the Contract award will be made through the change order provisions in the General Conditions of the Contract. It is each prospective Offeror's responsibility to check with the Contracting Authority for current information regarding this RFP and its Calendar of Events.

<u>Firm Dates</u>
RFP Issued ..... Wednesday, December 23, 2015
Inquiry Period Begins..... Monday, January 4, 2016
Pre-proposal Meeting Date..... January 13, 2016 at 1:30 pm (meet in lobby by security desk)
Mechanical/ Powerhouse Walk-through .... January 19, 2016, 9:00 am – 3:00 pm (meet in lobby)
Second Mechanical Walk-through..... January 20, 2016, 9:00 am – 3:00 pm (meet in lobby)
Lighting/ Electrical Walk-through ..... January 21, 2016, 9:00 am – 3:00 pm (meet in lobby)
Additional Walk-through..... February 18, 2016, 9:00 am – 3:00 pm (meet in lobby, see Q&A Question 11 for details)
Addenda Announcements Ends ..... Friday, March 4, 2016 at 2:00 pm
Inquiry Period Ends..... Tuesday, March 8, 2016 at 2:00 pm
Proposal Deadline..... Friday, March 11, 2016 at 2:00 pm

Estimated Dates
Notice of Intent to Award ..... April 2016

There are references in this RFP to the Proposal deadline. Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time that the Proposals are due and not just the date.

PART TWO: GENERAL INSTRUCTIONS

2.1 Documents. Proposal documents (excluding prints) are available from the Ohio Facilities Construction Commission website at http://ofcc.ohio.gov under Opportunities/ Best Value Selection RFQs/RFPs.

2.2 Contacts. Each interested Offeror must provide a contact person who will be the person of record for all correspondence regarding this RFP. The Offeror must provide a name, title, postal address, phone number, facsimile number, and electronic mail address for the person of record.

The State will be represented by a Criterion Engineer & Project Manager and an Owner's Representative for each facility during the Proposal process and the performance of the Work.

The Criterion Engineer & Project Manager for this Project is:

WeiDong Huang, PE
Energy Specialist
Ohio Facilities Construction Commission
Office of Energy Services
30 W. Spring Street, 4th Floor
Columbus, Ohio 43215
Phone: 614-644-8290
E-Mail: CCI.questions@ofcc.ohio.gov

Inquiry Period Ends: Tuesday, March 8, 2016 at 2:00 pm

The Owner Representative is:

Jane McAfee
Business Administrator 3
Ohio Department of Rehabilitation and Correction
Chillicothe Correctional Institution
15802 State Route 104
Chillicothe, Ohio 45601
Phone: 740-774-0022
Email: Jane.McAfee@odrc.state.oh.us

2.3 Eligible Energy Conservation Measures. The Offeror should attempt to maximize energy savings and financial benefit through energy conservation measures and water conservation at the Site. Energy conservation measure means an installation or modification of an installation in, or a remodeling of, an existing building in order to reduce energy consumption and operating costs, pursuant to O.R.C. Section 156.01. The term includes the installation, modification, and replacement of:

- Insulation in the building structure and systems within the building;
- Storm windows and doors, multiglazed windows and doors, and heat absorbing or heat reflective glazed and coated window and door systems; installation of additional glazing; reductions in glass area; and other window and door system modifications that reduce energy consumption and operating costs;
- Automatic energy control systems;
- Heating, ventilating, or air conditioning systems;
- Caulking and weather stripping;
- Lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a building unless the increase in illumination is necessary to conform to the applicable state or local building code for the proposed lighting system;
- Energy recovery systems;
- Cogeneration systems that produce steam or forms of energy such as heat, as well as electricity, for use primarily within a building or complex of buildings;
- Trigeneration systems that produce heat and cooling, as well as electricity, for use primarily within a building or complex of buildings;
- Systems that harvest renewable energy from solar, wind, water, biomass, bio-gas, or geothermal sources, for use primarily within a building or complex of buildings;
- Retro-commissioning or recommissioning energy-related systems to verify that they are installed and calibrated to optimize energy and operational performance within a building or complex of buildings;
- Consolidation, virtualization, and optimization of computer servers, data storage devices, or other information technology hardware and infrastructure;
- Water conservation measures such as:
  - Water-conserving fixtures, appliances, or equipment, or the substitution of nonwater-using fixtures, appliances, or equipment;
  - Water-conserving, landscape irrigation equipment;
  - Landscaping measures that reduces storm water runoff demand and capture and hold applied water and rainfall, including landscape contouring such as the use of a berm, swale, or terrace and including the use of a soil amendment, including compost, that increases the water-holding capacity of the soil;
  - Rainwater harvesting equipment or equipment to make use of water collected as part of a storm water system installed for water quality control;
  - Equipment for recycling or reuse of water originating on the premises or from another source, including treated, municipal effluent;
  - Equipment needed to capture water for nonpotable uses from any nonconventional, alternate source, including air conditioning condensate or gray water;
- Measures that create verifiable operational and maintenance (O&M) savings,
- Any other modification, installation, or remodeling approved by OFCC as an energy conservation measure.

Savings for energy conservation measures may be claimed over a period not to exceed the useful life of the equipment that is installed or modified. Savings for O&M measures may be claimed for a maximum of five years, and shall not be amortized over the term of the contract.

2.4 Pre-Proposal Meeting. The Offeror is strongly encouraged to attend the pre-proposal meeting, where the Engineer and the Owner's Representative will answer questions regarding Site access, Project requirements and Contract Documents. The Engineer will prepare minutes of the pre-proposal meeting, which will be provided to all Offerors present.

For entry clearance, contact the Owner's Representative forty-eight (48) hours prior to pre-proposal meeting/walk through. A valid driver's license or picture I.D. is required. Dress is business-casual: no shorts, tank tops, or clothing with offensive language/symbols. Cell phones and pagers are prohibited.

2.5 Walk-throughs. Dates for walk-throughs are included in the Calendar of Events. Additional Site access for the purposes of data collection prior to the Proposal deadline may be scheduled at the convenience of the Owner.

During the walk-throughs, all Offerors will be escorted together and will be afforded equal access to the facility. Reasonable efforts will be made to provide accurate, uniform information to all Offerors. The Owner's Representative will be the sole point of contact during the walk-throughs.

2.6 Inquiries. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the calendar of events. To make an inquiry, Offerors must submit questions to CCI.questions@ofcc.ohio.gov.

Internet Inquiries. Offerors must use the following process to find inquiry responses:

- Access the OFCC website at **http://ofcc.ohio.gov**
- Select the "Opportunities" tab
- Select the "Best Value RFQs/RFPs" tab
- Find the project number in the list

Offerors can view all current state purchasing contracts and by selecting a specific contract view all the contract documents, make inquiries, view all other inquiries submitted, and the response to each inquiry. Inquiries about a specific portion of this RFP must reference the relevant part of this RFP and the heading for the provision in question.

The State will attempt to respond to all inquiries within 72 hours, excluding weekends and state holidays. The State will not respond to any inquiries received after 2:00 pm, March 8, 2016. All inquiries and their responses will be distributed to all Offerors. The originator of the inquiry will not be disclosed in the distribution.

2.7 Interpretation. If the Offeror finds any perceived conflict, error, omission or discrepancy on or between the Drawings, Specifications, attachments, or any of the Contract Documents, the Offeror shall submit a written request to the Engineer for an interpretation or clarification. The Offeror is responsible for prompt delivery of such request. Inquiries of this nature are subject to the same deadlines as other inquiries.

Any interpretation of the Contract Documents made by any party other than the Engineer, or in any manner other than a written response, is not binding and the Offeror may not rely upon any such interpretation. The Offeror may not, at any time after the execution of the Contract, be compensated for a Claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request for interpretation was made by the Offeror prior to the end of the inquiry period.

2.8 Addenda to the RFP. Should an inquiry prompt the State to amend the RFP, a notice will be posted on the web and sent to all Offerors via postal mail or facsimile or e-mail with confirmation. The Addenda will be deemed to have been validly given if the Addenda is issued and mailed or otherwise furnished to each Offeror's contact person of record.

When an Addendum to this RFP is necessary less than 5 days before the Proposal deadline, the State may extend the Proposal deadline through an announcement via postal mail or facsimile or e-mail with confirmation. Addenda announcements may be provided any time before 2:00 pm, March 4, 2016. The State will make reasonable attempts to contact all Offerors; however, it is the responsibility of each Offeror to check for announcements, addenda, and other current information regarding this RFP.

2.9 Basis of Design Components and Substitutions. The articles, devices, materials, equipment, forms of construction, fixtures and other items named in the specifications to denote kind and quality will be known

as Basis of Design Components and all Proposals must be based upon them. Where two or more components are named, the Offeror may furnish any one of those components.

If the Offeror proposes to use an article, device, material, equipment, form of construction, fixture or other item other than those components named, the Offeror must certify that the item is equal in quality, and all aspects of performance and appearance, to that specified. The Offeror must submit information as an inquiry to the Engineer no later than 10 days prior to the Proposal deadline, which submission must include:

- The name and a complete description of the proposed substitution, including drawings, performance and test data, and other information necessary for an evaluation;
- A statement setting forth any changes that the proposed substitution will require in the Project.

If the Engineer approves the proposed substitution, the Engineer will, no later than 72 hours prior to the Proposal deadline, excluding Saturdays, Sundays and legal holidays, issue an addendum to all Offerors. If the Engineer finds the proposed substitution is not acceptable, the Engineer will respond to the Offeror in writing, no later than 72 hours prior to the Proposal deadline, excluding Saturdays, Sundays and legal holidays, stating the reason for the rejection, which decision will be final. The Engineer will have the discretion to reject a proposed substitution for the reason that the Offeror failed to provide sufficient information to enable the Engineer to evaluate the proposed substitution without delay in the scheduled Proposal deadline.

No consideration will be given to any proposed substitution unless submitted to the Engineer 10 days prior to the Proposal deadline.

2.10 Communication Restrictions. From the release of this RFP until a Proposal is selected and the Contract executed, Offerors shall not communicate with any State staff concerning this RFP except through the inquiry method. Exceptions to this restriction are the pre-proposal meeting, walk-throughs, and any communication that the State initiates during the evaluation process. If an Offeror engages in any unauthorized communication, the State may reject that Offeror's Proposal.

2.11 Form and Content. The requirements for the Proposal's formatting and contents are contained in Attachment 1 to this RFP. Each Proposal should be organized in an indexed binder ordered in the same manner as the response items are ordered in the Attachment 1 to this RFP.

Each Proposal should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional material, etc., shall receive no evaluation credit. Emphasis should be on completeness and clarity of content.

All pages of the Proposal Form, including a completed "Offeror Affirmation and Disclosure" page acknowledging that the Offeror affirms, understands, and will abide by the requirements of Executive Order 2011-12K, and a completed "Commitment to Participate in the EDGE Business Assistance Program" page, shall be submitted with the Bid. Failure to do so may cause the Proposal to be rejected as non-responsive.

2.12 Multiple or Alternate Proposals. The State discourages, but does not prohibit, multiple Proposals from a single Offeror. The State requires each such Proposal to be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. The State will judge each alternate Proposal on its own merits.

2.13 Proposal Submittal. Each Offeror must submit 5 copies of its Proposal, which will include one signed original and four copies, in a sealed envelope. The envelope should be clearly marked "DRC-15N001**,** DRC: Chillicothe Correctional Institution" on the outside.

Proposals are due no later than March 11, 2016 at 2:00 pm. Proposals must be submitted to:

Bureau of Workers' Compensation Security Desk
Ohio Facilities Construction Commission
Attention: Office of Energy Services
30 W. Spring Street, 4th Floor
Columbus, Ohio 43215

The Contracting Authority may, in its sole discretion, reject any Proposals or unsolicited Proposal amendments that are received after the deadline. An Offeror who mails a Proposal should allow adequate mailing time to ensure its timely receipt. The State may, in its sole discretion, reject late Proposals regardless of the cause for the delay.

2.14 Acknowledgement. By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The Offeror also agrees that the Contract shall be the complete and exclusive statement of the agreement between the State and the Offeror and shall supersede all communications between the parties regarding the Contract's subject matter.

2.15 Amendments to Proposals. Amendments or withdrawals of Proposals shall be allowed only if the amendment or withdrawal is received before the Proposal deadline. No amendment or withdrawal shall be permitted after the Proposal deadline, except as authorized by this RFP.

2.16 Public Disclosure. All Proposals and other material submitted shall become the property of the State and may be returned only at the State's option. Sensitive or proprietary information should not be included in a Proposal or supporting materials. Additionally, all Proposals will be available to the public after the Contract has been awarded, pursuant to O.R.C. Section 149.43.

The State will retain all Proposals or a copy of them, as part of the Contract file for at least 3 years. After the retention period, the State may return, destroy, or otherwise dispose of the RFP Proposals or the copies.

2.17 Drug Free Safety Program. The Offeror shall comply with all Applicable Law regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors or Consultants engaged in the services being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way while on, or about, the Project.

2.18 Campaign Contributions. The Offeror hereby certifies that neither Offeror nor any of Offeror's partners, officers, directors, or shareholders, nor the spouse of any such person, have made contributions in excess of the limitations specified in O.R.C. Section 3517.13.

2.19 Ethics Compliance. The Offeror hereby certifies, by its signature on this document, that it has reviewed and understands the Ohio ethics and conflict of interest laws, and shall take no action inconsistent with those laws. The Offeror certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws.

2.20 EDGE Business Development Program Participation. The Offeror shall participate in the "Encouraging Diversity Growth and Equity" Program ("EDGE") by contracting with, and using one or more, businesses certified as an EDGE Business Enterprise ("EDGE-certified business") by the Ohio Department of Administrative Services, Equal Opportunity Division ("EOD") as proposed for this Contract by the Offeror and as approved by the State. The Offeror shall provide evidence acceptable to the Contracting Authority of the Offeror's participation in the EDGE Program by contracting with EDGE-certified Business Enterprise(s) for the Project by submitting a fully completed EDGE Affidavit for each EDGE-certified Business Enterprise, by requesting a waiver or partial waiver of the advertised EDGE Program participation goal for the Project on the Offeror's company letterhead including full documentation of the Offeror's good faith effort to contract with EDGE-certified Business Enterprise(s) for this Project, or both.

2.21 Findings for Recovery. The Offeror represents and warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this representation and warranty is found to be false, this

Contract shall be void, and the Offeror shall immediately repay to the State any funds paid under this Contract.

PART THREE: EVALUATION OF PROPOSALS

3.1 Proposal Opening. The State will open the Proposals in a manner that avoids disclosing their contents. After the Proposals are opened, the State will prepare a public registry of Proposals containing the name and address of each Offeror. In order to ensure fair and impartial evaluation, Proposals and related documents submitted in response to a request for Proposals are not available for public inspection and copying under O.R.C. Section 149.43 until after the award of the Contract.

3.2 Right of Rejection. The State may, in its sole discretion, reject any Proposal, in whole or in part, if:

- it is delivered after the Proposal deadline;
- it is unrealistic in cost savings or excessive in price;
- the Offeror engages in collusion;
- the Offeror takes exception to the terms and conditions of this RFP;
- the Offeror fails to comply with the procedure for participating in the RFP process;
- the Offeror's Proposal fails to meet any requirement of this RFP;
- the State believes that the Proposal is not in its interests to consider or accept.

In addition, the State may, in its sole discretion and for any reason, cancel this RFP, reject all the Proposals, and seek to perform the Project through a new RFP or other means. The State shall not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether the State awards the Contract through this process, cancels this RFP for any reason, or contracts for the Project through another RFP or another process.

3.3 Evaluation Phases. The evaluation process may consist of up to four distinct phases:

1. Initial review of all Proposals for defects;
2. The evaluation committee's evaluation of the Proposals;
3. Request for more information (interviews, presentations, and/or demonstrations);
4. Negotiations.

Phases three and four may be deemed unnecessary at the discretion of the evaluation committee.

3.4 Clarifications. During the evaluation process, the evaluation committee may request clarifications from any Offeror under active consideration. The State reserves the right to allow any Offeror a reasonable opportunity to cure a minor irregularity or technical deficiency in a Proposal, provided that the irregularity or deficiency does not give the Offeror an unfair competitive advantage. Such a clarification shall not be considered an amendment to a Proposal.

3.5 Initial Review. The Engineer will review all Proposals for their timeliness, format, and completeness. The Engineer normally rejects any late, incomplete, or incorrectly formatted Proposal, though he may, in his sole discretion, waive any defects or allow an Offeror to submit a correction.

If a late Proposal is rejected, the Engineer shall not open it or evaluate it for format or completeness. The Engineer will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the Engineer will chair.

3.6 Committee Review. The evaluation committee will evaluate and numerically score each Proposal that passes the initial review. The evaluation will be according to the criteria contained in this part of the RFP.
The committee may also have the Proposals, or portions of them, reviewed and evaluated by independent third parties or other State personnel with relevant technical or professional experience. The committee may also seek the review of end users of the Project or the advice of other State committees that have subject matter expertise or an interest in the Project.

The evaluation will result in a point total being calculated for each Proposal. The Offeror(s) submitting the highest-rated Proposal(s) may be scheduled for the next phase. The number of Proposals forwarded to the next phase shall be within the committee's sole discretion.

At any time during the Committee Evaluation phase, the committee may ask an Offeror to correct, revise, or clarify any portions of its Proposal. The evaluation committee will document all major decisions in writing and make these a part of the RFP file along with the evaluation results for each Proposal considered.

3.7 Proposal Evaluation Criteria. In the evaluation phase, the committee will rate the Proposals based on the following criteria and the following weight assigned to each criterion:

3.7.1. Responsibility, Capability, and Qualifications (20 points). The Proposal shall indicate the ability of the Offeror to meet the terms of the RFP, especially the quantity and quality of recent projects similar in scope to that described in the RFP. In determining whether an Offeror is responsible, factors to be considered include, without limitation:

- The experience of the Offeror;
- The financial condition of the Offeror;
- The conduct and performance of the Offeror on previous contracts;
- The management skills of the Offeror;
- The ability of the Offeror to execute the Contract properly.
- References for projects similar in size and scope;
- Audited financial statements for the past 3 years;
- A valid contractor's license from a certified county, municipal, or health department that required a test to obtain such license;
- Certification by the Ohio Construction Industry Examining Board; or
- Registration of certification by a certified municipality or county for the preceding consecutive 5 years, pursuant to demonstration of proof of bonding and insurance.

3.7.2. Qualified Personnel (15 points). The Proposal shall indicate the competence of personnel whom the Offeror intends to assign to the Project. Qualifications will be measured by education, engineering certification, and experience, with particular emphasis on experience with projects of similar scope as that described in the RFP. Emphasis will be placed upon the qualifications of the Offeror’s Engineer and the manager’s dedicated management time, as well as that of other key personnel working on this Project.

3.7.3 Technical Approach (35 points). The Proposal shall indicate the methods used by the Offeror to define the Project. Factors to be considered include:

- Listing of energy conservation measures investigated; reasons for inclusion and exclusion of various measures;
- Data collection: methods used, thoroughness, and accuracy;
- Calculation methodology: acceptability of assumptions and methods, adjustments to calculations based upon experience from similar projects; margins of error and conservatism in approach; historical accuracy of predictions based upon similar projects;

- Awareness and responsiveness of Offeror to Owner preferences, operational factors, and limitations at the facility;
- Mention of additional maintenance, operational, or other measures which may increase savings, but have not been quantified in savings amounts;
- Consideration of utility rate structures and utility incentives, if any;
- Incorporation of ongoing training, maintenance, and customer support following installation;
- Verification of savings and adherence to performance contract, including adjustments for weather and load changes; and
- Creativity and innovation

3.7.4. Estimated Cost and Savings (30 points). Points will be awarded based upon the relative value of the Project to the State over a 10 year period.

Points will be calculated as follows:

20 points will be awarded to the proposal with the highest total savings over the 10 year period. Other competing proposals will be awarded points based upon their relative savings compared to the proposal with the highest savings.

Example:
Proposal 1 = $2,000,000 savings = highest savings = 20 points
Proposal 2 = $1,000,000 savings; $1,000,000 / $2,000,000 x 20 points = 10 points

10 points will be awarded to the proposal with the highest cumulative cash flow over the 10 year period. Cumulative cash flow will be calculated by subtracting a proposal's total costs from its total savings over the 10 year period. Other competing proposals will be awarded points based upon their relative cumulative cash flow compared to the proposal with the highest cumulative cash flow.

Example:
Proposal 2 = $1,000,000 savings - $800,000 cost = $200,000 cash flow = highest = 10 points
Proposal 1 = $2,000,000 savings - $1,900,000 cost = $100,000 cash flow; $100,000 / $200,000 x 10 points = 5 points
Proposal 1 total = 20 (total savings points) + 5 (cash flow points) = 25 points
Proposal 2 total = 10 (total savings points) + 10 (cash flow points) = 20 points

A Cost and Savings Summary Form is included as Attachment 10 of this RFP.

On this form the Offeror shall submit a savings and cash flow estimate. Evaluation points will be calculated initially based upon these estimated numbers submitted on the Cost and Savings Summary Form.

As a condition precedent to contract award for the selected Offeror, the Offeror shall submit a final Cost and Savings Summary Form with final numbers that the Offeror shall guarantee with the award of the contract. The final savings should be an amount not lower than 10% below the estimated savings, and the final cash flow should be an amount not lower than 10% below the estimated cash flow. If the final Cost and Savings Summary Form includes changes to ECMs, then the Offeror shall update its Attachment 9 - Energy Conservation Measure (ECM) Forms for consistency with its final Cost and Savings Summary Form.

Cost and savings points shall be recalculated based upon final guaranteed cost and savings. See Part Four of this RFP for more information.

One example of an acceptable final proposal:

Proposal 1 estimated: $2,000,000 savings - $1,900,000 cost = $100,000 cash flow
Proposal 1 final: $1,800,000 savings - $1,710,000 cost = $90,000 cash flow
Final savings of $1,800,000 is 10% less than estimated savings of $2,000,000 (an amount not lower than 10% below the estimate), and final cash flow of $90,000 is 10% below (an amount not lower than 10% below the estimate).

Another example of an acceptable final proposal:

Proposal 1 estimated: $2,000,000 savings - $1,900,000 cost = $100,000 cash flow
Proposal 1 final: $2,500,000 savings - $2,400,000 cost = $100,000 cash flow
Final savings of $2,500,000 is 25% greater than estimated savings of $2,000,000 (an amount not lower than 10% below the estimate), and cash flow of $100,000 is equal to the estimate (an amount not lower than 10% below the estimate).

3.8 Interviews, Demonstrations, and Presentations. The Proposal evaluation committee may require some Offerors to interview with the committee, make a presentation about their Proposal, and/or demonstrate their products or services. Such presentations, demonstrations, and interviews provide an Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the evaluation committee.

The evaluation committee may record any presentations, demonstrations, and interviews.

3.9 Contract Negotiations. The State reserves the right to conduct negotiations with one or more competing Offerors during the evaluation process. If the State determines that negotiations are in its best interests, negotiations will be conducted according to the following:

3.9.1 State's Obligations. The State will select which Offeror(s) to negotiate with by determining which Offeror(s) is reasonably likely to be awarded the contract under this RFP. The State’s determination will be based upon each Offeror's Proposal.

Offerors the State determines to be not reasonably susceptible of Contract award do not have a right to participate in Proposal negotiations.

The State shall treat selected Offeror(s) fairly and equally with respect to any opportunity for discussion and revision of Proposals.

The State may determine, during negotiations that it is no longer reasonably likely for an Offeror to be awarded a Contract under this RFP. If the State makes this determination the State will notify the Offeror in writing of its determination to terminate negotiations. The State may re-evaluate which of the remaining Offerors are reasonably likely to be awarded a Contract under this RFP and begin negotiations with a new Offeror and or continue negotiations with other Offerors. If negotiations with an Offeror again result in the State determining that an Offeror is no longer reasonably likely to be awarded a Contract under this RFP, the State will provide written notice to that Offeror and may follow the process to continue negotiations outlined in this section, or may determine that negotiations are no longer in the State's best interests. The State may reject all Proposals and cancel this RFP at any time during the RFP process.

The State may not disclose any information derived from any of the Proposals to competing Offerors. The State must limit access to information contained in the Proposals to those people with a need to know the information.

The State will limit negotiations to specific aspects of the requirements of the RFP.

If negotiations result in revisions or additions to existing Proposals, the State will determine the time and date by which all best Proposals must be submitted to the State.

Best Proposals may be submitted only once, unless the evaluation committee determines that it is in the State's best interests to conduct additional negotiations with one or more of the Offerors that submitted best Proposals, or to change the State's requirements. If the evaluation committee determines that additional discussions or revisions to the State's requirements are necessary, the State may require submission of best and final Proposals.

The State shall negotiate in good faith.

The State must maintain a contract file that contains the basis for each of the State's decisions during the negotiation process, including with whom to negotiate, the evaluation committee's basis to determine to negotiate further after receiving best and final Proposals, if the State allows additional best and final Proposals, and the basis for awarding the Contract to the selected Offeror.

3.9.2 Offeror's Obligations. Offeror(s) shall negotiate in good faith.

Offeror(s) may negotiate only the specific aspects of the RFP that the State, in its sole discretion, selects for negotiation. Offeror(s) may not attempt to negotiate the General Conditions of the Contract, Performance Contract, or Service Agreement, except as to those permitted modifications that may be proposed for the Service Scope of Work (Exhibit 1 of the Service Agreement).

Offeror(s) may not attempt to gain access to the contents of another Offeror's Proposal before the award of the Contract or cancellation of this RFP. Any Offeror that attempts to gain access to another's Proposal before Contract award or cancellation of this RFP may be disqualified.

Offeror(s) shall not submit a Proposal assuming that there will be an opportunity to negotiate.

PART FOUR: CONTRACT AWARD

4.1 Notice of Intent to Award. Upon completion of the evaluation, the State will issue a Notice of Intent to Award to the selected Offeror. The Notice of Intent to Award will state that award and execution of the Contract is based upon the expectation that the highest scoring Offeror will comply with all conditions precedent for Contract execution within 90 days of the date of the Notice of Intent to Award.

Noncompliance with such conditions may be cause for the State to cancel the Notice of Intent to Award and award the Contract to the next highest scoring Offeror, or resubmit the Contract for Proposals, at the State's sole discretion.

The State, in its sole discretion, may extend the time for submittals precedent for Contract execution for good cause shown. No extension shall serve as a waiver of the conditions precedent for Contract execution.

4.2 Timely Execution. The failure to award and execute the Contract within 90 days of the Proposal deadline invalidates the entire Proposal process and all Proposals submitted, unless the time is extended by written consent of the Offeror whose Proposal the State has accepted, and the State concurs with such an extension.

4.3 Cost and Savings Adjustments.

From the date of the Notice of Intent to Award, the selected Offeror will have 30 days to submit a final Cost and Savings Summary Form (Attachment 10) with guaranteed cost and savings amounts. Submission of final guaranteed amounts submitted on the initial Cost and Savings Summary Form that are not within the guidelines of section 3.7.4 of this RFP may be considered a condition of noncompliance under section 4.1 above.

The state will recalculate cost and savings evaluation points based upon submission of the final Cost and Savings Summary Form. If this recalculation changes the potential outcome of the award, the State reserves the right to proceed with the award of the Capital contract, cancel the Notice of Intent to Award and consider award of the Contract to the next highest scoring Offeror, reissue the Request for Proposals, or cancel the Request for Proposals, at the State's sole discretion.

If the Contract is awarded within 60 days of receipt of the Offeror's final Cost and Savings Summary Form, any increases in material, labor, financing costs and subcontract costs must be borne by the Offeror without alteration of the amount of the Proposal.

If the Contract is not awarded within 60 days of receipt of the Offeror's final Cost and Savings Summary Form due to delays on the part of the State, the Offeror will be entitled to a Change Order authorizing payment of verifiable increased costs in materials, labor, financing costs or subcontracts. The State shall also be entitled to verifiable decreases in such costs.

If the Contract is not awarded within 60 days of receipt of the Offeror's final Cost and Savings Summary Form due to delays on the part of the Offeror, any increased costs will be borne by the Offeror.

4.4 Conditions Precedent to Contract Execution. Documents necessary for Contract execution include, but are not limited to, the following:

- Final Cost and Savings Summary Form (Attachment 10).
- Performance Contract.
- Service Agreement, and associated Energy Cost Savings Guarantee.
- Performance and Payment Bond. To support the Bond, a Certificate of Compliance issued by the Department of Insurance, showing the Performance and Payment Bond Surety is licensed to do business in Ohio. Provide a valid Power of Attorney of the agent signing for the Surety.
- Guarantee Bond. To support the Bond, a Certificate of Compliance issued by the Department of Insurance, showing the Guarantee Bond Surety is licensed to do business in Ohio. Provide a valid Power of Attorney of the agent signing for the Surety.
- Ohio Workers' Compensation Certificate.
- Certificate of Insurance (ACORD form is acceptable) and copy of additional insured endorsement. The State reserves the right to request a certified copy of the Offeror's insurance policies.
- If the Offeror is a foreign corporation, e.g., not incorporated under the laws of Ohio, a Certificate of Good Standing from the Secretary of State showing the right of the Offeror to do business in the State; or, if the Offeror is a person or partnership, the Offeror has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Offeror's agent for the purpose of accepting service of summons in any action brought under O.R.C. Section 153.05 or under O.R.C. Sections 4123.01 to 4123.94, inclusive.
- Delinquent Personal Property Tax Statement
- Certificate of Compliance with Affirmative Action Programs, issued pursuant to O.R.C. Section 9.47, by the Equal Employment Opportunity Division of the Department of Administrative Services.
- Plumbing, electrical, hydronics, refrigeration and HVAC Contractors shall submit proof of current licensing by Applicable Law.
- Financing Documents, if Offeror proposes, and State selects, financing by Offeror.

- Approved State Controlling Board request, if applicable.

- If entering into a contract of $2,000,000, or more, Contractor shall submit a legible copy of all the Proposal Information used to prepare the Contractor's Proposal for the Contract to the Proposal Information Escrow Agent and attach a Proposal Information Escrow Agreement and Affidavit.

- Drug Free Safety Program Participation: All Offeror(s) entering into a Contract on a State administered Project will be required to be enrolled, and in good standing in an Ohio Bureau of Workers' Compensation (OBWC) Drug-Free Safety Program (DFSP) or an equivalent BWC approved DFSP that meets the requirements specified in O.R.C. Section 153.03 ("OBWC-approved DFSP"). Contractors entering into a Contract shall require each of its Subcontractors on the Project to also be enrolled in a BWC approved DFSP. Prior to authorizing a Subcontractor to commence work on the Project, the Contractor shall submit confirmation of enrollment of their Subcontractors to the Engineer. In addition to BWC approved DFSP Level 1 requirements, the Department also requires that each Contractor and each Subcontractor include random drug testing of 5 percent of their employees that provide on-site labor on State administered construction site(s) for each Project. The random drug testing percentage shall also include the on-site supervisors of the Contractors and Subcontractors. Level 1 random drug testing shall otherwise comply with the same testing guidelines and criteria as required for BWC approved Level 2 testing.

END OF DOCUMENT

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

ATTACHMENT 1 - PROPOSAL FORMAT

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. An identifiable tab sheet shall precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, shall be sequentially numbered.

Each Proposal must include sufficient data to allow the evaluation committee to verify the total cost for the Project and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this Attachment 1 whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following:

1. Offeror Profile and Information Form (Attachments 6 & 7)
2. Subcontractor Profile
3. Offeror Performance
4. Staffing Plan
5. Personnel Profile Summaries (Attachment 8)
6. Technical Approach (including Attachment 9)
7. Project Schedule
8. Support Requirements
9. Cost and Savings Summary (Attachment 10)
10. Letters of Commitment for Guarantee Bond and Performance Bond
11. Conflict of Interest Statement
12. Financial Requirements
13. Proof of Insurance
14. Service Agreement Cost Summary Form (Attachment 11)
15. Evidence that the Offeror is enrolled and in good standing, prior to submitting a Proposal, in a Drug-Free Safety Program (“DFSP”) approved by the Ohio Bureau of Workers’ Compensation.

1. Offeror Profile. Each Proposal must include a profile of the Offeror and its relevant experience working on projects similar to this Project. The Offeror Profile Form is included as Attachment 6 and must include:

   - Offeror's legal name, address, and telephone number;
   - Date established;
   - Offeror's Federal Tax Identification number;
   - Principal place of business;
   - Local office from which Project will be managed;
   - Ownership (such as public firm, partnership, or subsidiary);
   - Firm leadership (such as corporate officers or partners);
   - Number of employees;
   - Number of employees engaged in work directly related to the Project;
   - Contact person for all correspondence regarding this RFP, to include name, title, phone number, fax number, postal address, and e-mail address;
   - List of subcontractors, if any, that the Offeror will use on the Project;
   - Any other background information that will help the evaluation committee gauge the Offeror's ability to successfully complete the Project.

   The Offeror must also include three references for which the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to the Project. These references must be from current projects or projects that were completed within the past seven years. This RFP includes an Offeror Reference Form as Attachment 7. The Offeror must complete this form for each reference.

   Each reference shall be willing to discuss the Offeror's performance on the reference project with the evaluation committee.

2. Subcontractor Profile. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by a representative authorized to legally bind the subcontractor, with the following included in the letter:

   a. The subcontractor's legal name, tax identification number, and principal place of business address;
   b. Printed name and phone number of the authorized subcontractor representative;
   c. A description of the Work the subcontractor will perform;
   d. A certified commitment to perform the Work if the Offeror is selected;
   e. A certified statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

3. Offeror Performance. The Offeror must provide the following information for this section for the past seven years:

   a. Whether the Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
   b. Whether the Offeror has been assessed any damages in excess of ($100,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the damages, and the amount for each incident.
   c. Whether the Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.

d. Whether trading in the stock of the company has ever been suspended with the date(s) and explanation(s).

e. Whether the Offeror, any officer of the Offeror, or any owner of a 20% interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.

f. Whether the Offeror, any officer of the Offeror, or any owner with a 20% interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item in (a) through (f) is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, such an answer and a review of the background details may result in a rejection of the Offeror's Proposal, at the sole discretion of the evaluation committee. The committee will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the Project, and the best interests of the Owner.

4. Staffing Plan. The Offeror must provide a staffing plan that identifies all personnel required to perform the Project. The plan must have the following information:

a. A matrix matching each key team member to the staffing requirements in this RFP.

b. A contingency plan that shows the ability to add more staff if needed to meet the Project's due date(s).

c. A discussion of the Offeror's ability to provide qualified replacement personnel.

The Offeror must submit a statement that clearly indicates the time commitment of the proposed Project team, including the Project Manager, to this Project and other projects during the term of the Contract. The Offeror must also include a statement indicating to what extent, if any, the Project Manager may be used on other projects during the term of the Contract. The evaluation committee may reject any Proposal that commits the proposed Project Manager to other projects during the term of the Project if the committee believes that doing so will be detrimental to the Offeror's performance.

One of the criteria on which the Contracting Authority and the Owner will base the award of the Contract is the quality of the Offeror's Project team. Switching personnel after Contract award shall not be permitted without the Contracting Authority and the Owner's prior written approval.

5. Personnel Profile Summaries. Each Proposal must include a profile for each member of the proposed Project team. The profile form is included in this RFP as Attachment 8. Offerors may duplicate this form and complete it for each team member. If additional space is needed for completion of the form for any team member, the Offeror should use the back of the form. Each form must be completed using the format given in the attachment. The various sections of the form are described below.

a. Name and Title.

b. Education and Training. This section must be completed to list the education and training of the proposed candidates and will demonstrate, in detail, the proposed candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP.

c. References. Provide three references for which the proposed candidate has successfully demonstrated meeting the requirements of the RFP on a project of similar size and scope within the past seven years. If fewer references are provided, the Offeror must include an explanation. For each reference the following information must be provided:

1. Contact Information. The contact name, phone number, company name, and address. An alternate contact name in the company, address, and phone number shall also be provided, in case the primary contact cannot be reached.

2. Dates of Service. Must be completed to show the length of time the candidate performed the technical experience being described, not the length of time the candidate worked for the

company. The Offeror must complete these dates with a beginning month and year and an ending month and year.

3. Description of the Related Service Provided. Offerors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the project. It is the Offeror's responsibility to customize the description to clearly substantiate the candidate's qualification.

d. Resume. The candidate's resume must follow the completed form.

6. Technical Approach. The Offeror must fully describe its approach, methods, and specific work steps for completing this Project and producing the deliverables required under the Contract. The Contracting Authority and the Owner seek insightful responses that demonstrate a thorough understanding of the nature of the Project and the Owner's needs and limitations. Recommended solutions should demonstrate that the Offeror would be prepared to quickly undertake and successfully complete the required tasks. The Offeror should describe the Offeror's experience and ability to work in a correctional environment.

   The Offeror's work plan should be consistent with its staffing plan, project schedule, support requirements, and other parts of its Proposal.

   For each energy conservation measure ("ECM") listed in the work plan, the Offeror must complete the ECM Form included in this RFP as Attachment 9.

7. Project Schedule. The Offeror must provide a high-level Project schedule for significant Project milestones and deliverables. The Project schedule may be delivered as a Gantt chart.

8. Support Requirements. The Offeror must describe the nature and extent of the support it requires from the Contracting Authority and the Owner to accomplish the Project other than what the Contracting Authority and the Owner have offered elsewhere in this RFP.

   The Contracting Authority and the Owner may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the Contracting Authority may reject the Offeror's Proposal if the Contracting Authority and the Owner are unwilling or unable to meet the requirements.

9. Cost and Savings Summary. This RFP includes a Cost and Savings Summary and Certification Form provided as Attachment 10. The Offeror must fill in all relevant blank spaces in the Cost and Savings Summary and Certification Form in ink or typewritten and not in pencil. The Offeror must initial any alteration or erasure on the form. A representative who is authorized to legally bind the Offeror must read the certification and sign the form.

   The Offeror must show all Proposal amounts in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where such words are not ambiguous. When the Offeror's intention and the meaning of the words are clear, omissions or misspellings of words will not render the words ambiguous.

   The figures from individual ECM Forms must be summed to equal the figures shown on the Cost and Savings Summary Form. The Offeror must indicate on the Cost and Savings Summary Form:

   Items 1 and 2 shall be estimated to within 10% of final amounts that will be guaranteed and included in the Contract.

   Item 1 – Estimated Total Cost Savings, in today's dollars, based upon the recommended ECM. Savings from electricity, natural gas, water and sewer, propane, diesel fuel, or other fuels may be included on this line.

   Item 2 – Estimated Total Cost of ECMs and Services necessary to achieve the savings of Item 1. This amount must include all costs associated with the Project, including without limitation: design,

equipment, material, labor, disposal, warranties, equipment service agreements, and financing costs. The Project must not require capital funds in addition to the Item 2 amount, pursuant to O.R.C. Section 156.04.

Item 3 - Estimated time of completion, in consecutive days following the date set forth in the Notice to Proceed. This line will receive no evaluation credit but will become part of the Contract Documents.

10. Guarantee Bond and Performance Bond. Before Contract execution, the Offeror must provide a Guarantee Bond in the amount of savings listed on its final Cost and Savings Summary Form and a Performance Bond assuring that the Contractor will perform the Work of the Contract. For the purposes of this RFP, the Offeror's Surety must provide a letter of commitment or other written assurance that it will deliver the necessary Guarantee Bond and Performance Bond should this Offeror be selected for the Project.

11. Conflict of Interest. Each Proposal must include a statement indicating whether the Offeror or any Person that may work on the Project through the Offeror have a possible conflict of interest and, if so, the nature of that conflict. The Contracting Authority may, in its sole discretion, reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

12. Financial Requirements. Part of the Proposal evaluation criteria is the Offeror's financial ability to perform the Contract. In order to be considered responsive, an Offeror must provide its audited annual financial statements for the past 3 most recently completed fiscal years. A Proposal may be rejected if the Offeror has not demonstrated to the satisfaction of the evaluation committee its financial ability to perform the Contract.

13. Proof of Insurance. In this section, the Offeror must provide the certificate(s) of insurance required by the General Conditions of the Contract and the Service Agreement.

14. Service Agreement. As a part of the Proposal, and to assure that the Offeror has adequate access to and control over the operation and maintenance of the energy conservation measures to achieve the guaranteed energy cost savings, a separate Service Agreement will be entered into for the ongoing maintenance of the facility operating systems. This Service Agreement and associated requirements are included in Attachment 15. Attachment 11, Service Agreement Cost Summary Form, is to be provided in this section.

15. Drug Free Safety Program. Evidence that the Offeror is enrolled and in good standing, prior to submitting an Proposal, in a Drug- Free Safety Program ("DFSP") approved by the Ohio Bureau of Workers' Compensation.

END OF DOCUMENT

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

ATTACHMENT 2 - SITE INFORMATION

Chillicothe Correction Institution
15802 State Route 104
Chillicothe, Ohio 45601

- The complex was opened in 1966, but some buildings date back to the 1930's.
- Approximately 540 employees work at the institution with approximately 2,716 inmates.
- The complex contains approximately 725,000 gross square feet of various space types.
- There are approximately 33 buildings at the complex.

←N

Recent energy improvements

- Boiler replacement (natural gas fired steam boiler) – 2002 installation
- Steam trap replacement – continued maintenance
- Steam line insulation – 5-6 years ago

Improvements/ changes which could affect energy use

- Electrical upgrade throughout the institution
- High mast lighting (LED) will be added to the "Perimeter" electric account
- The institution is purchasing the existing poles on the "Perimeter" electric account; the account will switch from tariff to metered usage based billing. The HID fixtures will be replaced with LEDs.
- The dairy operation is planned to end in the fall of 2016 and will switch to a beef operation.
- The condensate receiver tank and de-aerator are being replaced.
- The plumbing in death row is being replaced (ready to bid).
- The showers are being replacement institution wide (currently under construction).
- The water treatment plant is being improved with sandblasting & repainting piping and sandblasting, repairing, and cleaning clear wells (in design).
- The institution plans, but has not received approval, to replace lighting in the inmate housing units with energy efficient security light fixtures (vandal resistant). If this is a possible option, the proposal should include a separate option to provide the security fixtures in the housing units.
- The institution plans, but has not received approval, to replace the existing rear gate guard house (site plan building # 1003). Ensure if this building is included in the proposal, each ECM for the building is separated from the rest of the institution.

Notes from the institution

Lighting

The institution does not have an interior lighting schedule and few occupancy sensors for control, exterior lighting for the perimeter and security are controlled via photocell. The dormitory lighting is on from 6:00 am to 9:30 pm unless adequate daylight allows lighting to be manually turned off. The lighting system consists of majority fluorescents with some high intensity discharge and incandescent fixtures, on either 120 or 277 volts. Most of the existing light fixtures are not vandal resistant. This allows for fixture tampering and increased maintenance costs.

HVAC

Heating is provided by a central steam plant and was originally used by steam radiators. Some radiators are not currently in operation due to age and lack of repair parts; currently forced air steam unit heaters are in use in many areas which require high maintenance to sustain optimal airflow. Only the Food Service and Main Gymnasium have scheduled heating and cooling control. There is no central cooling system; staff offices, medical treatment rooms, and school classrooms are cooled by window A/C units. Many air handling units are past their expected useful life with consistent maintenance issues.

Institution laundry demands steam year around for dryers. Consider converting the heating system throughout the campus from steam to hot water.

Water

Investigate the cause of poor water quality that reduces the serviceable life of plumbing fixtures.

List of possible ECMs identified by the owner

- Interior lighting replacement with LED or high efficiency fixtures (*vandal resistant new fixtures are desirable*)
- Add *ceiling mounted* interior lighting controls where feasible (offices, mop closets, storage rooms, etc.)
- Add more localized HVAC system controls (help reduce over heating issue)
- Investigate water quality/ treatment issues before any water savings measures are implemented
- Replace steam heating system including radiators and unit heaters (if steam system to remain)
- Steam/ hot water heat recovery unit in the boiler room

- Repair/ add steam piping insulation: steam traps, etc. (if steam system to remain)
- Add steam traps with remote monitoring (if steam system to remain)
- Convert heating system throughout campus from steam to hot water
- Update/ replace window units with more efficient cooling system
- Add/ replace insulation in walls and/or roof areas
- Building envelope improvements
- Replace domestic water heaters in the food service building
- Window replacements (except for in the dormitory units)
- Eliminate steam load for central steam plant in summer months; consider localized boilers or converting steam users to hot water, gas, or electric

END OF DOCUMENT

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

ATTACHMENT 3 - UTILITY INFORMATION

Utility Summary

Table 1: Utility Summary

Utility	4/2014 – 3/2015[1] Baseline	2013	2014	2015 (Jan to March)
Electricity	$1,026,906.25	$926,037.24	$992,238.89	$355,446.06
Gas	$998,590.34	$894,734.28	$1,041,225.98	$327,795.99
Water/ Sewer	$0.00	$0.00	$0.00	$0.00
Total	**$2,025,496.59**	**$1,820,771.52**	**$2,033,464.87**	**$683,242.05**

[1] Most recent complete year of data for both utilities

Electricity

Overall Summary

There are fifteen (15) electricity accounts, of which four (4) make up 95% of the customer costs. One account is with South Central Power Co., the rest are with AEP Ohio.

CCI has signed a new 36 month electric supply contract which will take effect 12/1/2016, the new rate will be $0.04641/ kWh. There will be no additional monthly service or peak demand charges included in this contract.

Table 2: All Electric Accounts

Utility Company	Service Address	Service ID	Account #	Meter #	Annual Cost (4/2014 – 3/2015)	% of Total
AEP Ohio	15802 State Route 104 Scioto Twp.	Main[2]	106-410-249-0-5	321438502	$577,152.80	56.20%
AEP Ohio	14600 State Route 104 Scioto Twp.	Waste Water Treatment Plant (WWTP)	104-076-411-2-4	428170242	$241,562.62	23.52%
AEP Ohio	15900 State Route 104 Scioto Twp.	Water Treatment Plant (WTP)	109-676-411-2-6	428107906	$82,349.53	8.02%
AEP Ohio	15802 State Route 104	Perimeter	104-134-918-0-3	Unmetered[3]	$70,477.69	6.86%
AEP Ohio	16149 State Route 104 Dairy Barn	Dairy 1	101-224-967-0-5	428992743	$16,149.91	1.57%
AEP Ohio	14234 Pleasant Valley Rd Scioto Twp.	Dairy 2	104-390-901-1-8	441118455	$11,781.72	1.15%
AEP Ohio	15800 State Route 104 Scioto Twp.	Rear Gate	106-576-411-1-3	95308186	$6,078.84	0.59%
AEP Ohio	425 Cincinnati Blvd Union Twp.	Farm Center	106-849-880-1-6	321435385	$4,760.26	0.46%
AEP Ohio	15433 State Route 104 Scioto Twp.	Garage/ Maintenance Bldg.	100-376-411-1-4	428741271	$4,709.42	0.46%
AEP Ohio	15100 State Route 104 Scioto Twp.	Piggery	107-176-411-1-1	428931032	$3,655.71	0.36%
AEP Ohio	431 Sandusky Blvd Union Twp.	Beef Barn	105-494-111-1-3	428148498	$2,914.97	0.28%
South Central Power	15802 State Route 104	Water Storage Tank	07-408-011-179-002-2	10030599	$2,652.22	0.26%
AEP Ohio	14573 Pleasant Valley Rd Scioto Twp.	Barn Lights	107-490-901-0-5	Unmetered	$2,083.99	0.20%
AEP Ohio	15802 State Route 104	Range	109-261-101-0-6	2266088525	$331.47	0.03%
AEP Ohio	15435 State Route 104 Scioto Twp.	Hammack Hall	103-476-411-1-9	89313857	$245.10	0.02%
					$1,026,906.25	100%

[2] The additional high mast fixtures the institution is installing will be added to this account.
[3] This account is being switched from a utility owned pole with lease (tariff) based billing to a metered (usage) based account. The change will affect the baseline.

Table 3: Annual Consumption and Cost History

	Energy Use (kWh)		Annual Costs	
Service ID	**2013**	**2014**	**2013**	**2014**
Main	6,369,600	6,153,600	$526,828.78	$534,338.11
WWTP	2,562,080	2,622,400	$210,489.52	$241,616.42
WTP	803,520	843,320	$69,740.79	$87,276.16
Perimeter	0	0	$71,624.30	$72,308.20
Dairy 1	51,428	61,006	$14,716.55	$16,546.43
Dairy 2	73,399	84,791	$8,183.68	$11,969.36
Rear Gate	52,307	57,021	$5,387.87	$5,766.70
Farm Center	38,235	41,352	$4,206.08	$4,613.73
Garage/ Maintenance Bldg	31,955	43,828	$3,849.26	$4,859.39
Piggery	36,840	43,120	$4,256.68	$4,745.00
Beef Barn	21,075	24,691	$2,255.83	$2,931.89
Water Storage Tank	20,677	21,985	$2,347.36	$2,613.53
Barn Lights			$2,039.70	$2,112.81
Range[4]		429		$331.47
Hammack Hall			$110.83	$209.69
Total	10,061,116	9,997,543	$926,037.24	$992,238.89

Large Account Histories

Please note for cells with bold text the values listed are an estimate as exact costs were not available.

Table 4: Main Account History

Billing End Date	Days	AEP Ohio Cost	kWh	Demand (kW)	First Energy Generation Cost	Total Monthly Cost
7/2/2012	30	**$12,824.12**	568,800		$32,876.64	$45,700.76
8/1/2012	30	**$14,555.65**	645,600		$37,315.68	$51,871.33
8/30/2012	29	$14,065.35	628,800	1,447.20	$36,344.64	$50,409.99
10/1/2012	32	$13,242.63	573,600	1,401.60	$33,154.08	$46,396.71
10/30/2012	29	$10,745.61	458,400	1,128.00	$26,495.52	$37,241.13
11/30/2012	31	$10,677.41	501,600	988.8	$28,992.48	$39,669.89
1/3/2013	34	$12,315.58	537,600	1,039.20	$31,073.28	$43,388.86
2/1/2013	29	$11,422.69	472,800	1,044.00	$27,327.84	$38,750.53
3/4/2013	31	$11,663.86	494,400	1,017.60	$28,576.32	$40,240.18
4/3/2013	30	$11,157.43	472,800	988.8	$27,327.84	$38,485.27
5/2/2013	29	$11,429.85	451,200	1,120.80	$26,079.36	$37,509.21

[4] Energy use and annual costs for the range account are estimates, only four months of history were provided.

Billing End Date	Days	AEP Ohio Cost	kWh	Demand (kW)	First Energy Generation Cost	Total Monthly Cost
6/3/2013	32	$13,591.75	547,200	1,305.60	$31,628.16	$45,219.91
7/2/2013	29	$14,309.33	583,200	1,353.60	**$33,708.96**	$48,018.29
8/1/2013	30	$16,380.68	667,200	1,555.20	**$38,564.16**	$54,944.84
8/30/2013	29	$14,687.59	597,600	1,389.60	**$34,541.28**	$49,228.87
10/1/2013	32	$14,600.76	578,400	1,440.00	**$33,431.52**	$48,032.28
10/30/2013	29	$11,388.17	463,200	1,120.80	**$26,772.96**	$38,161.13
12/2/2013	33	$12,317.31	530,400	1,051.20	**$32,672.64**	$44,989.95
1/3/2014	32	$11,758.40	511,200	1,020.00	**$31,489.92**	$43,248.32
2/3/2014	31	$11,898.72	513,600	1,044.00	**$31,637.76**	$43,536.48
3/4/2014	29	$11,734.80	484,800	1,075.20	$29,863.68	$41,598.48
4/2/2014	29	$11,282.44	468,000	1,020.00	$28,828.80	$40,111.24
5/2/2014	30	$11,854.44	477,600	1,113.60	$29,420.16	$41,274.60
6/3/2014	32	$14,561.19	573,600	1,363.20	$35,333.76	$49,894.95
7/2/2014	29	$15,506.35	624,000	1,413.60	$38,438.40	$53,944.75
8/1/2014	30	$15,814.16	624,000	1,372.80	$38,438.40	$54,252.56
8/15/2014	14	$7,356.85	292,800	1,348.80	$18,036.48	$25,393.33
9/15/2014	31	$16,334.08	655,200	1,377.60	$40,360.32	$56,694.40
10/14/2014	29	$12,109.81	453,600	1,108.80	$27,941.76	$40,051.57
11/12/2014	29	$12,167.88	456,000	1,113.60	$28,819.20	$40,987.08
12/16/2014	34	$13,077.39	530,400	1,060.80	$33,521.28	$46,598.67
1/20/2015	35	$13,171.81	542,400	979.2	$34,279.68	$47,451.49
2/17/2015	28	$11,720.01	439,200	1,008.00	$27,757.44	$39,477.45
3/18/2015	29	$12,049.83	458,400	1,008.00	**$28,970.88**	$41,020.71
4/17/2015	30	$11,537.57	484,800	1,020.00	**$30,639.36**	$42,176.93
5/20/2015	33	$14,663.38	549,600	1,351.20	**$34,734.72**	$49,398.10
6/17/2015	28	$18,619.38	554,400	1,466.40	**$35,038.08**	$53,657.46
7/21/2015	34	$22,967.36	698,400	1,449.60	**$44,138.88**	$67,106.24

Table 5: WWTP Account History

Billing End Date	Days	AEP Ohio Cost	kWh	Demand (kW)	First Energy Generation Cost	Total Monthly Cost
9/11/2012	32	$4,475.16	208,320	350.40	$12,393.57	$16,868.73
10/10/2012	29	$4,385.48	201,840	345.84	$11,807.64	$16,193.12
11/8/2012	29	$4,736.55	218,640	365.60	**$12,790.44**	$17,526.99
12/11/2012	33	$4,661.19	206,960	377.04	**$12,107.16**	$16,768.35
1/14/2013	34	$5,022.60	221,840	336.80	**$12,977.64**	$18,000.24
2/12/2013	29	$5,164.41	220,320	366.24	**$12,888.72**	$18,053.13
3/13/2013	29	$5,013.70	214,000	351.12	**$12,519.00**	$17,532.70
4/12/2013	30	$5,583.73	223,200	436.56	**$13,057.20**	$18,640.93
5/13/2013	31	$4,931.88	216,320	336.24	**$12,654.72**	$17,586.60
6/12/2013	30	$5,190.19	224,720	361.52	$13,146.12	$18,336.31
7/12/2013	30	$4,769.01	203,680	339.04	$11,915.28	$16,684.29
8/12/2013	31	$5,196.71	228,640	352.40	$13,375.44	$18,572.15
9/11/2013	30	$4,656.66	194,000	342.40	$11,349.00	$16,005.66
10/10/2013	29	$4,837.13	196,320	371.20	$11,484.72	$16,321.85
11/8/2013	29	$4,330.68	174,400	34888.00	$10,394.24	$14,724.92
12/11/2013[5]	33	$5,450.20	244,640	352.48	$14,580.54	$20,030.74
1/14/2014	34	$22,827.22	256,320	368.16		$22,827.22
2/12/2014	29	$20,314.12	214,400	368.88		$20,314.12
3/13/2014	29	$19,672.26	207,200	356.56		$19,672.26
4/11/2014	29	$22,128.51	212,640	352.80		$22,128.51
5/13/2014	32	$22,870.86	224,240	347.12		$22,870.86
6/12/2014	30	$20,281.60	192,080	329.12		$20,281.60
7/14/2014	32	$21,304.38	217,680	390.32		$21,304.38
8/12/2014	29	$20,769.42	225,280	391.68		$20,769.42
9/11/2014	30	$18,743.37	228,880	397.60		$18,743.37
10/10/2014	29	$19,388.17	235,920	420.00		$19,388.17
11/10/2014	31	$19,073.41	231,600	419.04		$19,073.41
12/11/2014	31	$14,243.10	176,160	269.76		$14,243.10
1/14/2015	34	$22,290.81	274,640	412.48		$22,290.81
2/12/2015	29	$19,780.56	239,360	417.84		$19,780.56
3/13/2015	29	$20,688.43	251,040	425.92		$20,688.43

[5] Last month generation is supplied by First Generation for this account, switched to AEP.

Table 6: WTP Account History

Billing End Date	Days	AEP Ohio Cost	kWh	Demand (kW)	First Energy Generation Cost	Total Monthly Cost
9/10/2012	32	$1,801.69	73,560	161.68	$4,303.26	$6,104.95
10/10/2012	30	$1,623.64	62,600	152.40	**$3,662.10**	$5,285.74
11/8/2012	29	$1,631.84	62,160	152.52	**$3,636.36**	$5,268.20
12/11/2012	33	$1,780.54	73,000	154.92	**$4,270.50**	$6,051.04
1/11/2013	31	$1,893.48	70,680	157.36	**$4,134.78**	$6,028.26
2/12/2013	32	$2,058.26	77,200	170.52	**$4,516.20**	$6,574.46
3/12/2013	28	$2,008.25	65,600	188.84	**$3,837.60**	$5,845.85
4/12/2013	31	$1,772.14	62,200	157.88	**$3,638.70**	$5,410.84
5/10/2013	28	$1,559.54	47,800	156.24	**$2,796.30**	$4,355.84
6/11/2013	32	$1,859.08	68,560	157.36	$4,010.76	$5,869.84
7/12/2013	31	$1,985.47	73,640	167.28	$4,307.94	$6,293.41
8/12/2013	31	$1,990.48	75,160	164.16	$4,396.86	$6,387.34
9/11/2013	30	$2,140.32	70,600		$4,130.10	$6,270.42
10/10/2013	29	$1,801.83	63,080	161.48	$3,690.18	$5,492.01
11/8/2013	29	$1,724.59	59,400	159.60	$3,474.90	$5,199.49
12/11/2013[6]	33	$1,941.43	69,600	166.60	$4,071.60	$6,013.03
1/13/2014	33	$7,875.43	75,080	166.60		$7,875.43
2/12/2014	30	$8,014.57	76,560	169.12		$8,014.57
3/12/2014	28	$7,660.12	70,880	167.56		$7,660.12
4/10/2014	29	$8,139.99	70,080	160.04		$8,139.99
5/13/2014	33	$8,419.14	72,680	164.16		$8,419.14
6/12/2014	30	$8,395.77	71,440	166.08		$8,395.77
7/17/2014	35	$8,847.47	80,440			$8,847.47
8/15/2014	29	$7,405.43	66,080	163.60		$7,405.43
9/15/2014	31	$5,984.42	69,800	162.72		$5,984.42
10/14/2014	29	$5,105.48	57,720	159.52		$5,105.48
11/12/2014	29	$5,172.32	58,920	156.28		$5,172.32
12/16/2014	34	$6,256.02	73,640	159.88		$6,256.02
1/20/2015	35	$6,843.96	80,640	167.04		$6,843.96
2/17/2015	28	$5,908.54	66,960	175.40		$5,908.54
3/18/2015	29	$5,870.99	67,440	162.16		$5,870.99

[6] Last month generation is supplied by First Generation for this account, switched to AEP.

Table 7: Perimeter Account History (Tariff Based Account)[7]

Billing End Date	Days	AEP Ohio Cost	First Energy Generation Cost	Total Monthly Cost
6/27/2012	29	$20,606.20		$20,606.20
7/27/2012	30	$20,641.97		$20,641.97
8/27/2012	31	$20,641.97		$20,641.97
9/26/2012	30	$21,695.40		$21,695.40
10/25/2012[8]	29	$2,005.20	$3,793.04	$5,798.24
11/27/2012	33	$2,012.93	$3,793.04	$5,805.97
12/28/2012	31	$2,016.38	$3,793.04	$5,809.42
1/29/2013	32	$2,179.95	$3,793.04	$5,972.99
2/27/2013	29	$2,179.95	$3,793.04	$5,972.99
3/28/2013	29	$2,196.05	$3,793.04	$5,989.09
4/29/2013	32	$2,172.79	$3,793.04	$5,965.83
5/29/2013	30	$2,172.79	**$3,793.04**	$5,965.83
6/27/2013	29	$2,172.79	**$3,793.04**	$5,965.83
7/29/2013	32	$2,172.79	**$3,793.04**	$5,965.83
8/27/2013	29	$2,173.86	**$3,793.04**	$5,966.90
9/26/2013	30	$2,176.82	**$3,793.04**	$5,969.86
10/25/2013	29	$2,162.56	**$3,793.04**	$5,955.60
11/25/2013	31	$2,130.15	**$3,802.09**	$5,932.24
12/30/2013	35	$2,199.22	**$3,802.09**	$6,001.31
1/29/2014	30	$2,172.69	**$3,802.09**	$5,974.78
2/27/2014	29	$2,172.69	**$3,802.09**	$5,974.78
3/28/2014	29	$2,199.56	**$3,802.09**	$6,001.65
4/29/2014	32	$2,219.75	**$3,802.09**	$6,021.84
5/29/2014	30	$2,219.75	**$3,802.09**	$6,021.84
6/27/2014	29	$2,219.75	**$3,802.09**	$6,021.84
7/29/2014	32	$2,219.75	**$3,802.09**	$6,021.84
8/27/2014	29	$2,238.92	$3,802.09	$6,041.01
9/26/2014	30	$2,246.91	$3,802.09	$6,049.00
10/27/2014	31	$2,252.54	$3,802.09	$6,054.63
11/25/2014	29	$2,252.54	$3,802.09	$3,802.09
12/30/2014	35	$2,268.27	$3,802.09	$6,070.36
1/29/2015	30	$2,318.78	$3,802.09	$6,120.87
2/27/2015	29	$2,318.78	**$3,802.09**	$6,120.87
3/30/2015	31	$2,329.41	**$3,802.09**	$6,131.50

[7] This account had a change in billing in October 2012 which caused the significant reduction in costs (tariff based billing).
[8] First month generation is provided by First Energy for this account.

Natural Gas (Columbia Gas of Ohio)

Overall Summary

There are five (5) natural gas accounts, of which one (1) makes up 97% of the customer costs.

Table 8: All Gas Accounts

Service Address	Service ID	Account #	Meter #	4/2014 - 3/2015	% of Total
15802 N SR 104	Main	12984740-001-000-7	615024	$965,079.70	97.4%
N SR 104	WWTP	12984740-002-000-6	9535305	$10,264.56	0.9%
15435 SR 104 Garage	Garage	14919113-001-000-1	9820111	$10,329.35	0.7%
132 Cincinnati Ave Suite 3	Farm Center	12984740-004-000-4	9011986	$6,979.18	0.6%
14074 Pleasant Valley Rd Barn	Dairy Barn	12984740-003-000-5	11600628	$5,937.55	0.5%
			Total	**$998,590.34**	**100%**

Table 9: Annual Gas Consumption History by Calendar Year (Ccf)

Service ID	2012	2013	2014	2015[9]
Main	1,811,260	1,765,350	1,829,360	1,118,790
WWTP	1,692	11,147	13,055	10,034
Garage	5,624	6,540	14,828	7,640
Farm Center	2,538	7,922	8,309	6,387
Dairy Barn	2,189	5,297	6,567	5,292
Total	**1,823,303**	**1,796,256**	**1,872,119**	**1,148,143**

Table 10: Annual Gas Cost History by Calendar Year

Service ID	2012	2013	2014	2015[10]
Main	$886,142.85	$1,018,859.44	$1,117,920.66	$506,628.55
WWTP	$1,252.03	$7,587.19	$11,353.39	$6,701.72
Garage	$4,069.03	$4,888.72	$12,505.06	$4,972.09
Farm Center	$1,720.17	$5,737.52	$7,623.92	$4,279.95
Dairy Barn	$1,550.19	$4,153.11	$6,215.43	$3,680.74
Total	**$894,734.28**	**$1,041,225.98**	**$1,155,618.46**	**$526,263.06**

[9] Consumption through 8/13/2015
[10] Cost through 8/13/2015

Main Account History

Please note for "Cost" cells with bold text the values listed are an estimate as exact costs were not available.

Billing End Date	# of Days	Consumption (Ccf)	Cost
9/12/2011	32	73,710	**$35,834.13**
10/10/2011	29	75,750	**$36,825.88**
11/11/2011	32	193,350	**$93,997.15**
12/12/2011	32	240,000	**$116,676.06**
1/10/2012	31	249,560	**$121,323.66**
2/15/2012	36	318,170	**$154,678.42**
3/12/2012	27	218,900	**$106,418.29**
4/11/2012	31	141,190	**$68,639.55**
5/11/2012	31	127,520	**$61,993.88**
6/12/2012	33	74,060	$32,893.61
7/11/2012	29	62,420	$31,850.52
8/14/2012	35	66,810	$35,540.03
9/10/2012	29	56,950	$28,256.08
10/10/2012	31	72,070	$33,982.01
11/12/2012	34	207,710	$96,141.75
12/11/2012	30	215,900	$114,425.05
1/10/2013	31	248,470	$122,960.72
2/12/2013	33	280,950	$135,313.21
3/13/2013	30	237,040	$119,078.63
4/10/2013	30	206,600	$115,788.97
5/15/2013	36	104,170	$65,054.24
6/10/2013	27	56,120	$37,838.05
7/10/2013	31	60,500	$40,844.66
8/13/2013	34	66,810	$43,137.90
9/10/2013	30	53,570	$35,567.64
10/11/2013	31	72,820	$49,741.18
11/15/2013	35	190,970	$127,968.34
12/10/2013	26	187,330	$125,565.90
1/10/2014	32	257,620	$165,141.38
2/10/2014	32	282,090	$130,469.08
3/10/2014	29	246,080	$168,854.60
4/11/2014	32	233,190	$151,706.50
5/13/2014	33	101,090	$69,082.54
6/10/2014	29	69,400	$46,736.22
7/10/2014	31	66,590	$43,187.83
8/11/2014	33	67,750	$39,899.84
9/11/2014	31	63,810	$38,628.79
10/10/2014	31	67,520	$40,939.58

Billing End Date	# of Days	Consumption (Ccf)	Cost
11/10/2014	31	154,110	$87,309.91
12/11/2014	32	220,110	$135,964.39
1/12/2015	33	237,300	$116,949.82
2/10/2015	30	219,100	$101,070.10
3/11/2015	30	231,660	$93,604.18
4/10/2015	31	170,750	**$77,303.67**
5/12/2015	33	71,590	**$32,410.95**
6/10/2015	30	64,190	**$29,060.75**
7/10/2015	30	65,010	**$29,431.99**
8/13/2015	35	59,190	**$26,797.10**

Water & Sewer

The institution uses well water, both water and waste water treatment occur onsite.

Note

Only large account histories are included, making up over 95% of the annual costs for the institution. All of the available data for these accounts are included. Account history for the smaller accounts are available and can be provided if desired.

END OF DOCUMENT

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

ARTICLE 1 - CONTRACTOR'S RESPONSIBILITIES

1.1 Nondiscrimination

1.1.1 The Contractor shall comply with Applicable Law regarding equal employment opportunity, including ORC Section 153.59 and all Executive Orders issued by the Governor of the state of Ohio.

1.1.1.1 As required under ORC Section 153.59, the Contractor agrees to both of the following: **(1)** "in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; and" **(2)** "no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color."

1.1.1.2 The Contractor shall cooperate fully with the State's Equal Opportunity Coordinator ("EOC"), with any other official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Contract.

1.1.1.3 In the event the Contractor fails to comply with these nondiscrimination clauses, the Contracting Authority shall deduct from the amount payable to the Contractor a forfeiture of the statutory penalty pursuant to ORC 153.60 for each person who is discriminated against or intimidated in violation of this **Section 1.1.1**.

1.1.1.4 The Contract may be terminated or suspended in whole or in part by the Contracting Authority and all money to become due hereunder may be forfeited in the event of a subsequent violation of this **Section 1.1.1**.

1.1.2 Hiring Under State Public Improvement Contracts. Any provision of a hiring hall contract or agreement which obligates the Contractor to hire, if available, only employees referred to the Contractor by a labor organization shall be void as against public policy and unenforceable with respect to employment under any public improvement contract unless at the date of execution of the hiring hall contract or agreement, or within 30 days thereafter, the labor organization has procedures in effect for referring qualified employees for hire without regard to race, color, religion, national origin, military status as defined in ORC Section 4112.01, or ancestry and unless the labor organization includes in its apprentice and journeyperson's membership, or otherwise has available for job referral without discrimination, qualified employees, both whites and non-whites (including African-Americans).

1.1.3 Affirmative Action. The Contractor and Subcontractors shall comply with the State's Equal Employment Opportunity requirements described under OAC Sections 123:2-3 through 123:2-9 that include, without limitation, the requirements described under this **Section 1.1.3**. The Contractor shall demonstrate its good faith efforts to comply with the utilization goals currently established for minority and women employees and submit documentation to the EOC. By the 10th day of each month, the Contractor and Subcontractors shall submit to the EOC via the internet a completed Ohio Construction Contract Information Report - Input Form 29 (I-29) for the preceding month. The form shall be submitted through the Ohio Business Gateway: http://business.ohio.gov/efiling/.

1.2 Prevailing Wages

1.2.1 The Contractor shall comply with the prevailing wage requirements described under ORC Chapter 4115 that include, without limitation, the requirements described under this **Section 1.2**.

1.2.2 If the Project is subject to payment of prevailing wage rates, the Contractor shall: **(1)** pay to laborers and mechanics performing Work on the Project the prevailing wage rates of the Project locality, as determined by the Ohio Department of Commerce, Wage and Hour Bureau; **(2)** post in a prominent place readily accessible by all workers on the Site, a legible listing of the current classifications of laborers, workers, and mechanics employed under this Contract; **(3)** ensure that the rates posted are current and remain posted in legible condition during the period of the Contract; and **(4)** not be

entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law.

1.2.3 The Contractor may access the Ohio Department of Commerce, Wage & Hour Bureau at its website, http://198.234.41.198/w3/webwh.nsf/pages/PrevailingWageBid, to obtain the current wage rates.

1.3 Royalties and Patents

1.3.1 The Contractor shall pay all royalties, license fees, and assume all costs incident to the use, in the performance of the Work or the incorporation in the Work, of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others.

1.3.2 If the Contractor has reason to believe that use of the specified item is subject to patent or copyright protection, the Contractor shall immediately notify the Contracting Authority.

1.4 Assignment of Antitrust Claims

1.4.1 By signing the **Performance Contract Form**, the Contractor assigns, conveys and transfers to the Contracting Authority any right, title, and interest to any claims or causes of action it may have or acquire under state or federal antitrust laws relating to any goods, products, or services purchased, procured, or rendered to the State pursuant to the Contract.

1.5 Use of Domestic Steel

1.5.1 The Contractor is required by law to supply domestically produced steel products used for load bearing structural purposes on all projects funded in whole or in part with State funds.

1.5.2 The Contractor and its Subcontractors shall comply with the requirements of the Ohio Facilities Construction Commission's policy regarding the specification and use of domestically produced steel products, including furnishing the required certifications. This policy is available on the Commission's website at http://ofcc.ohio.gov.

1.6 Drug Free Safety Program Participation

1.6.1 Throughout the performance of the Work, the Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Workers' Compensation ("OBWC") Drug-Free Safety Program ("DFSP") or a comparable program approved by the OBWC that meets the requirements specified in ORC Section 153.03 ("OBWC-approved DFSP").

1.6.2 As required under ORC Section 153.03(E):

1.6.2.1 "Each contractor shall require all subcontractors with whom the contractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to a subcontractor providing labor at the project site of the public improvement."

1.6.2.2 "Each subcontractor shall require all lower-tier subcontractors with whom the subcontractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to a lower-tier subcontractor providing labor at the project site of the public improvement."

1.6.2.3 "Failure of a contractor to require a subcontractor to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the subcontractor provides labor at the project site will result in the contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that contractor or the subcontractor who was not enrolled in a program for future contracts with the State for 5 years after the date of the breach."

1.6.2.4 "Failure of a subcontractor to require a lower-tier subcontractor to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the lower-tier subcontractor provides labor at the project site will result in the subcontractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that subcontractor or the lower-tier subcontractor who was not enrolled in a program for future contracts with the State for 5 years after the date of the breach."

1.6.3 Prior to authorizing a Subcontractor to commence Work on the Site, the Contractor shall obtain the Contracting Authority's approval, and shall also submit written confirmation of the Subcontractor's enrollment on the **Subcontractor and Material Supplier Declaration** form to the Contracting Authority.

1.6.4 In addition to OBWC-approved DFSP Basic requirements, the Contractor and each Subcontractor that provides labor on the Site shall participate in a pool that performs random drug testing of at least 5 percent of its employees who perform labor on the Site. The random drug testing percentage shall also include the on-site supervisors of the Contractor and Subcontractor. Basic random drug testing shall otherwise comply with the same testing guidelines and criteria as required for OBWC-approved advanced testing. The Contractor and Subcontractor shall provide evidence of required testing to the Contracting Authority upon request.

1.7 Use of the State's Web-based Project Management Software

1.7.1 If the Contracting Authority decides, in its sole discretion, to utilize the State's web-based project management software for the Project, the Contractor shall use such software for all compatible services required under this Contract.

1.7.2 All costs for the Contractor's use of the State's web-based project management software for the Project shall be included in the Contract Sum. If the Contractor is unfamiliar with the proper use of such software, the Contractor shall provide its employees for training without additional compensation.

1.8 EDGE Participation and Reporting

1.8.1 The Contractor shall participate in the "Encouraging Diversity Growth and Equity" ("EDGE") Program by subcontracting with, and using one or more, businesses certified as an EDGE Business Enterprise ("EDGE-certified Business") by the EOC.

1.8.2 The Contractor shall provide an EDGE Participation Report with each Contractor Payment Request.

1.8.3 The Contractor shall provide an EDGE Participation Final Report simultaneously with its final Contractor Payment Request.

1.8.4 The Contractor shall provide the EDGE Participation Reports in detail and form acceptable to the Contracting Authority.

1.8.5 The Contractor shall cooperate fully with requests for additional EDGE information and documentation from the EOC or Contracting Authority.

1.9 Owner Work Rules

1.9.1 The Contractor shall consult with the Owner to obtain full knowledge of the Owner's rules, regulations, or requirements affecting the Project.

1.10 Emergency

1.10.1 In the event of an emergency affecting the safety of the Project, other property, or individuals, the Contractor, without special instruction or authorization, shall act to prevent the threatened damage, injury, or loss. If the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Time, or both, on account of its actions in response to an emergency, the Contractor may request a Modification by giving written notice under **Section 7.2.2**.

1.11 Testing and Inspection Services

1.11.1 Unless otherwise specified in the Contract Documents, the Contractor shall apply for, secure, and pay for the costs of structural testing and special inspections under Chapter 17 of the Ohio Building Code; testing including geotechnical analysis, environmental testing and analysis, concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing; or approval required by Applicable Law.

1.12 Contractor's Standard of Care

1.12.1 The Contractor shall perform the professional design services portion of the Work consistent with the professional skill and care ordinarily provided by registered architects, landscape architects, professional engineers, and professional surveyors regularly providing comparable services in the same or similar locality under the same or similar circumstances.

1.12.1.1 The Contractor shall also perform the professional design services portion of the Work in accordance with the applicable rules established by the applicable state boards of registration, including, but not limited to, OAC

Section 4703-3-07 for registered architects, OAC Section 4703-3-07 for landscape architects, and OAC Section 4733-35 for professional engineers and professional surveyors.

1.12.2 The Contractor shall perform the portion of the Work, which does not involve professional design services, in a competent manner, consistent with the standards of skill and care exercised by entities licensed to perform (where required under Applicable Law) and regularly performing comparable work in the same or similar locality under the same or similar circumstances.

1.12.3 The Contractor shall perform the Work as expeditiously as is consistent with the skill and care required under **Sections 1.12.1** and **1.12.2** and the orderly progress of the Project.

1.12.4 The Contractor hereby warrants and represents that the Contractor is financially solvent, able to pay its debts as they mature, and in possession of sufficient working capital to perform its obligations under the Contract.

1.13 Limit of Contractor's Responsibility

1.13.1 The Contractor is not responsible for the Criteria Engineer's negligence or the Criteria Engineer's failure to properly perform the Criteria Engineer's Services.

ARTICLE 2 - STATE'S RIGHTS AND RESPONSIBILITIES

2.1 Contracting Authority

2.1.1 The Contracting Authority shall designate a Project Manager for the Project. The Project Manager is authorized to act on behalf of the Contracting Authority to perform specific responsibilities under the Contract.

2.1.2 The Contracting Authority shall furnish information and services required of it in a timely manner.

2.1.3 The Contracting Authority shall have access to the Work at all times, whenever the Project is in preparation or progress.

2.1.4 The Ohio Facilities Construction Commission requires use of its forms where indicated in the Contract Documents. The party responsible for initiating forms shall utilize the latest edition obtained from the Commission's website: http://ofcc.ohio.gov. The Commission may make modifications to its forms at any time.

2.1.4.1 The Contractor shall not modify any form provided by the Commission or Contracting Authority.

2.1.4.2 If the Project is administered using the State's web-based project management software, the Contractor shall utilize the web-based forms and reports within the applicable business process. The State's web-based project management software is sponsored by the Commission, and such web-based forms and reports are acceptable to the Commission in lieu of its paper forms.

2.1.5 The Contracting Authority is not responsible for construction means, methods, manners, techniques, sequences, procedures, safety precautions, and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

2.2 Owner

2.2.1 The Owner shall designate a representative authorized to act on behalf of the Owner during the Project.

2.2.2 The Owner shall furnish information and services required of it in a timely manner.

2.2.3 The Owner shall have access to the Work at all times whenever the Project is in preparation or progress.

2.2.4 Upon issuance of the Notice to Proceed, the Owner shall provide the Site to the Contractor in a condition to permit the Contractor to perform the Work.

2.2.5 The Owner may request a change in the Work subject to the Contracting Authority's approval.

2.2.6 The Owner shall communicate with the Contractor through the Contracting Authority.

2.2.7 The Owner is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions, and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

2.3 Approval of Owner, Contracting Authority, and State

2.3.1 The Owner, Contracting Authority, or State's review and approval of the Work and any information the Contractor submits to them is for the sole purpose of determining whether the Work and information are generally consistent with the Contract's intent, and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

ARTICLE 3 - CRITERIA ENGINEER'S RESPONSIBILITIES

3.1 Criteria Engineer's Site Visits and Observations

3.1.1 The Criteria Engineer shall notify, advise, and consult with the Owner throughout completion of the Project, which includes the Correction Period.

3.1.1.1 The Criteria Engineer may designate a field representative, subject to the Contracting Authority's approval, to attend to the Project.

3.1.2 The Criteria Engineer is authorized to disapprove or reject Defective Work. The Criteria Engineer shall immediately notify the Owner and the Contracting Authority any time the Criteria Engineer disapproves or rejects an item of Work.

3.1.3 The Criteria Engineer is not responsible for construction means, methods, manners, techniques, sequences, procedures, safety precautions, and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

3.2 Delegation to the Criteria Engineer

3.2.1 Except as otherwise prohibited by Applicable Law, the Contracting Authority may delegate to the Criteria Engineer any of the Contracting Authority's rights and responsibilities under the Contract. No such delegation will be subject to the Contractor's consent or approval.

3.3 Limitation of Criteria Engineer's Authority

3.3.1 Under no circumstances is the Criteria Engineer authorized to: **(1)** accept any defective or non-conforming services, Work, or vendor-furnished items; **(2)** make any settlements on behalf of the Owner or Contracting Authority; or **(3)** assume any responsibilities of the Contractor or Subcontractors.

ARTICLE 4 - SUBCONTRACTORS

4.1 Evaluation and Approval

4.1.1 Within 10 days after the Notice to Proceed, or other period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the Contracting Authority a **Subcontractor and Material Supplier Declaration** form through which the Contractor identifies its Subcontractors.

4.1.2 The Contractor's failure to timely submit the information regarding a proposed Subcontractor may result in the Contracting Authority withholding its approval of payment in accordance with **Section 9.3**.

4.1.3 After receiving the **Subcontractor and Material Supplier Declaration** form, the Contracting Authority shall verify that it is complete and deliver it to the Owner. If the Contracting Authority finds the form incomplete, the Contracting Authority shall return it to the Contractor and identify the incomplete information.

4.1.4 If the Contracting Authority rejects any proposed Subcontractor, the Contractor shall propose a replacement Subcontractor with no adjustment of the Contract Sum. The proposed replacement Subcontractor will be evaluated as described above.

4.1.5 If the Project is administered using the State's web-based project management software, the Contractor shall identify its proposed Subcontractors through the "Subcontractor Supplier Declaration" business process.

4.2 Replacement of Subcontractors

4.2.1 The Contractor shall not replace any Subcontractor after execution of the Subcontract without the prior written approval of the Contracting Authority.

4.3 Contractor's Responsibility

4.3.1 The Contractor is fully responsible for all acts and omissions of its Subcontractors and is responsible for scheduling and coordinating the Work of its Subcontractors.

4.3.1.1 The Contractor is fully responsible for any delay, interference, disruption, or hindrance attributable to the Contractor's Subcontractors.

4.3.1.2 The Contractor shall require that each of its Subcontractors have a competent supervisor at the Site whenever the Subcontractor is performing Work.

4.3.1.3 The Contractor shall bind its Subcontractors to the terms of the Contract Documents, so far as applicable to the Work of the Subcontractor, and shall not agree to any provision, which seeks to bind the State to terms inconsistent with or at variance from the Contract Documents.

4.3.2 The Contractor will not be relieved of its full responsibility for Subcontractors and their performance of the Work by **(1)** the participation of the Owner and Contracting Authority in the processes described under this **Article 4** or other related provisions of the Contract Documents or **(2)** the Contracting Authority's rejection of a Subcontractor or failure to reject a Subcontractor under **Section 4.1**.

4.4 Contingent Assignment of Subcontracts

4.4.1 The Contractor hereby assigns its agreement with each Subcontractor to the Contracting Authority provided that the assignment is effective only after termination of the Contract by the Contracting Authority and only for those agreements that the Contracting Authority accepts by notifying the Contractor and applicable Subcontractor in writing. The Contracting Authority may re-assign accepted agreements.

4.5 Prompt Payment

4.5.1 The Contractor shall make payments to Subcontractors in accordance with Applicable Law, including ORC Section 4113.61 that include, without limitation, the requirements described under this **Section 4.5**.

4.5.1.1 If a Subcontractor requests payment in time to allow the Contractor to include the request in its Contractor Payment Request, the Contractor shall pay within 10 days after receipt of payment from the State:

- **.1** To a Subcontractor other than a Material Supplier, an amount equal to the percent of completion allowed by the Contracting Authority for the Subcontractor's Work.
- **.2** To a Material Supplier, an amount equal to all or that portion of the Contractor Payment Request that represents the materials furnished by the Material Supplier.

4.5.2 The Contractor may reduce the amount paid to a Subcontractor pursuant to **Section 4.5.1** at a rate equal to the percentage retained from the Contractor and may withhold amounts necessary to **(1)** resolve disputed liens or claims involving the Work of the Subcontractor or **(2)** account for the failure of the Subcontractor to perform its obligations under its agreement with the Contractor.

4.5.3 If the Contractor fails to comply with this **Section 4.5**, the Contractor shall pay to the applicable Subcontractor 18 percent interest, compounded annually, on any unpaid amount beginning on the 11th day after receipt of payment from the State.

4.5.4 In order to establish lien rights, Subcontractors shall comply with Applicable Law, including ORC Sections 1311.26, 1311.261, and 1311.29.

4.5.5 If the Contracting Authority receives a Claim Affidavit from a Subcontractor, it shall proceed as required by Applicable Law, including ORC Sections 153.63 and 1311.31.

4.5.6 Laborers, Subcontractors, and Material Suppliers may secure payment rights in accordance with Applicable Law, including ORC Section 153.56.

ARTICLE 5 - PRECONSTRUCTION SERVICES

5.1 General Requirements

5.1.1 Commencement. The Contractor's Preconstruction Services will begin on the date set forth in a notice that the Contracting Authority will issue to the Contractor ("Notice to Commence Services").

5.1.2 Scope of Preconstruction Services. The Contractor shall perform the Preconstruction Services, which consist of the activities and stages set forth in **Sections 5.1** through **5.3**, inclusive. The Contractor shall provide its services according to a Staffing Plan approved by the Contracting Authority.

5.1.3 Consultation. The Contractor shall schedule and attend regular meetings with the Contracting Authority and Owner. The Contractor shall consult with the Contracting Authority and Owner regarding Site use and improvements and the selection of materials, building systems, and equipment. The Contractor shall provide recommendations to the Contracting Authority and Owner on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, budgets and possible economies. At all appropriate times throughout the performance of the Work, the Contractor shall contact, meet, consult, and otherwise coordinate with the Contracting Authority, Owner, governmental authorities with jurisdiction over the Project, and others for the purpose of facilitating the Project's design and construction.

5.1.4 Project Schedule. The Contractor shall provide and maintain a Project Schedule with a logical sequence of events coordinated with the Contractor's Design Schedule; reasonable periods of time for the Contracting Authority, Owner, and Criteria Engineer to review the Contractor's deliverables and for the Contractor to revise and resubmit those deliverables; and sufficient detail to properly anticipate and monitor progress on the Project.

5.1.5 Long-Lead-Time Items. The Contractor shall recommend to the Contracting Authority and Owner a schedule for procurement of long-lead-time items that will constitute part of the Work as required to meet the Project Schedule. The Contractor shall expedite the delivery of long-lead-time items.

5.1.6 Unless the Contracting Authority agrees otherwise in writing, the Contractor's Preconstruction Services will begin with an organizational meeting between the Contracting Authority, Owner, Criteria Engineer, and Contractor. All of the Contractor's key personnel involved in the Project shall attend the organizational meeting.

5.1.7 If the organizational meeting resulted in changes to a previously submitted Project Schedule, within 5 days after the organizational meeting is adjourned the Contractor shall submit a revised Project Schedule to the Contracting Authority and Owner.

5.1.7.1 The Contracting Authority, Owner, and Contractor will promptly thereafter consult with one another as necessary to reach agreement on the revised Project Schedule, which shall be used as the basis for moving forward with the Project subject to revision as described elsewhere in the Contract.

5.1.8 Within 5 days after the organizational meeting is adjourned, the Contractor shall prepare and distribute the meeting's minutes.

5.1.8.1 If the Project is administered using the State's web-based project management software, the Contractor shall distribute the minutes of the organizational meeting through the "Meeting Minutes" business process.

5.2 Design

5.2.1 Commencement. Unless the Contracting Authority agrees otherwise in writing, the Design Stage will begin upon completion of the activities described in **Section 5.1**.

5.2.2 In addition to performing those services required to comply with **Sections 5.2.3** and **5.2.5**, during the Design Stage, the Contractor shall:

5.2.2.1 advise the Contracting Authority and Owner in writing if at any time it appears that the Project Schedule or Construction Budget may be exceeded and make recommendations for corrective action;

5.2.2.2 meet with the Contracting Authority and Owner at intervals acceptable to the Contracting Authority and Owner, to review drawings and other documents that depict the current status of the Design Stage of the Project;

5.2.2.3 resolve all issues related to compliance with Applicable Law;

5.2.2.4 develop the Construction Progress Schedule in increasing detail taking into account Owner-provided information and the Owner's occupancy requirements;

5.2.2.5 update and re-issue the Project Schedule as necessary to keep the Contracting Authority and the Owner apprised of the schedule's current status;

5.2.2.6 ensure that the scopes of Work of the various Subcontractors is coordinated, all requirements for the Project have been assigned to the appropriate subcontract, the likelihood of jurisdictional disputes between trades has been minimized, and proper coordination has been provided for Phased construction (if any);

5.2.2.7 analyze the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical portions of the Work;

5.2.2.8 make recommendations to the Contracting Authority and Owner for actions designed to minimize adverse effects of labor shortages;

5.2.2.9 file documents required for the approvals of governmental authorities with jurisdiction over the Project; and

5.2.2.10 provide recommendations on value engineering, constructability, logistics, site use and improvements, availability and suitability of materials, equipment, labor and systems, long-lead items, safety and security plans, quality control, time requirements for construction, and factors related to the cost of the Project including costs of alternative designs or materials, preliminary budgets, and possible economies of scale.

5.2.3 During the Contractor's completion of the Design Documents:

5.2.3.1 The Contractor shall verify that the Design Documents include requirements and assignment of responsibilities for safety precautions and programs and for temporary facilities for common use of the Contractor and Subcontractors.

5.2.3.2 The Contractor shall prepare the Design Documents for each Subcontract to minimize areas of conflict, gaps, and overlaps in the Work to be performed by various Subcontractors.

5.2.4 Contractor's Design Submission.

5.2.4.1 On the basis of Contractor-gathered and Contracting Authority-provided information, the Contractor shall prepare the Design Documents.

.1 The Contractor shall submit the provisional Design Documents to the Contracting Authority, Owner, and Criteria Engineer on or before the date identified in the Project Schedule for that submission.

5.2.4.2 The provisional Design Documents shall include:

.1 as appropriate for a Performance Contract, Drawings setting forth in detail the requirements for the construction of the Project;

.2 as appropriate for a Performance Contract, Specifications prepared in accordance with the most-current CSI *MasterFormat* and that establish in detail the quality levels of all materials and systems required for the Project and include all stipulations pertaining to the furnishing and installation of the Work as required for completion of the Project;

.3 an updated Project Schedule;

.4 a written description of all proposed or previously agreed upon Allowances (if any);

.5 an identification of any unresolved issues related to compliance with Applicable Law;

.6 a fully developed Construction Progress Schedule ("Design Schedule") for the entire Project;

.7 a cash-flow forecast for the Project;

.8 a Site Logistics Plan indicating how the Contractor intends to use the Site and illustrating things such as areas to be used for lay down of material and equipment; office and storage trailer locations; vehicular access gates with ingress and egress routes; locations of wheel wash and concrete truck wash-out activities; and offloading and hoisting locations; and

.9 an updated Staffing Plan.

5.2.4.3 If the Project is administered using the State's web-based project management software, the Contractor shall create, approve, and submit the provisional Design Documents to the Contracting Authority, Owner, and Criteria Engineer through the "Design Review" business process.

5.2.5 Design Documents Review.

5.2.5.1 After the Contracting Authority, Owner, and Criteria Engineer have had a reasonable period to review the provisional Design Documents, the Contracting Authority, Owner, Criteria Engineer, and Contractor shall meet to discuss the provisional Design Documents and reach agreement on any Contracting Authority-authorized adjustments to the Project Schedule and any necessary clarifications of the provisional Design Documents.

5.2.5.2 Unless the Contracting Authority agrees otherwise in writing, within 5 business days after the review meeting, the Contractor shall revise its provisional Design Documents to reflect the adjustments and clarifications agreed upon in the review meeting, and resubmit those documents to the Owner and Contracting Authority.

5.2.5.3 When the Contracting Authority and Owner approve the revised Design Documents and sign the related Design Review Acceptance form, the revised Design Documents shall become the final Design Documents, subject

to **(1)** execution of an appropriate Modification to incorporate adjustments into the Contract and **(2)** further revisions as provided in the General Conditions.

5.3 Building and Trade Permits and Licenses

5.3.1 Plan Approval.

5.3.1.1 The Contractor shall secure any required structural, plumbing, HVAC, and electrical plan approvals from the Ohio Department of Commerce, Division of Industrial Compliance.

.1 If the Project is not on State property, the Contractor shall secure the plan approvals from the local certified building department with jurisdiction.

5.3.1.2 The Contractor shall schedule and attend all intermediate and final inspections required for any permit applicable to the Work. The Contractor shall schedule the State Fire Marshal or local fire authority for the life safety inspection for occupancy permits. The Contractor shall give the Contracting Authority and Owner reasonable notice of the dates and times arranged for inspections.

.1 The Contractor shall pay for any reinspections required as a result of the Contractor's failure to receive approval of its Work.

5.3.2 Trade Permits and Licenses.

5.3.2.1 The Contractor shall obtain, maintain, and pay for any permit, inspection, or license applicable to the Contractor's particular trade.

5.3.3 Local Permits.

5.3.3.1 The Contractor shall secure and pay the fees for any permits, inspections, licenses, capacity charges, or tap fees required by local authorities having jurisdiction over the Project. The Contractor shall give the Contracting Authority and Owner reasonable notice of the date arranged for inspections.

ARTICLE 6 - CONSTRUCTION AND CLOSEOUT

6.1 Commencement of Work on the Site

6.1.1 Unless the Contracting Authority agrees otherwise in writing, the Construction Stage will commence with the Contracting Authority's issuance of the Notice to Proceed and will terminate upon Contract Completion.

6.2 Responsibility of the Contractor

6.2.1 The Contractor shall complete portions of the Work in the sequence and time in the Construction Progress Schedule.

6.2.2 The Contractor shall supervise the Work.

6.2.3 The Contractor shall cooperate with the Contracting Authority so as not to interfere with, disturb, hinder, or delay the responsibilities of the Contracting Authority.

6.2.4 The Contractor shall consult with the Owner to obtain full knowledge of the Owner's rules, regulations, or requirements affecting the Project. The Contractor shall establish the Project's regular working hours, subject to approval by the Contracting Authority and Owner.

6.2.5 The Contractor shall coordinate the Work with the activities and responsibilities of the Owner and the Contracting Authority to complete the Project in accordance with the Contract Documents.

6.2.6 The Contractor shall develop and keep current the Construction Progress Schedule in accordance with **Section 6.5**, and prepare and keep current a schedule of submittals that is coordinated with the Construction Progress Schedule, for the Contracting Authority's acceptance.

6.2.7 The Construction Progress Schedule shall not exceed the time limits current under the Contract Documents, shall provide for reasonable, efficient, and economical execution of the Project, and shall relate to the entire Project to the extent required by the Contract Documents.

6.2.8 The Contractor shall use the Construction Progress Schedule to plan, organize, and execute the Project, record and report actual performance and progress, and show how it plans to coordinate and complete all remaining work by the Contract Completion date.

6.2.9 The Contractor shall monitor the progress of the Work for conformance with the Construction Progress Schedule and shall initiate revisions as required by **Section 6.5.8**.

6.2.10 In the event of default of the Contractor, the Contractor shall cooperate with the Owner, Contracting Authority, and Contractor's Surety to achieve the Substantial Completion date and Contract Completion.

6.2.11 The Contractor shall remove all snow and ice as may be required for reasonably safe access to the Project including, but not limited to, building entries, driveways, parking lots and sidewalks.

6.2.12 The Contractor shall keep a daily log containing a record of weather, number of workers on Site for the Contractor, identification of equipment, Work accomplished, problems encountered, and other similar relevant data.

6.3 Construction Procedures

6.3.1 The Contractor is solely responsible for and has control over all construction means, methods, manners, techniques, sequences, and procedures and for coordinating all portions of the Work.

6.3.2 The Contractor shall lay out and coordinate all lines, levels, elevations, and measurements for all the Work, coordinate and verify existing conditions, and notify the Contracting Authority of discrepancies and conflicts before proceeding with installation or excavation.

6.3.3 The Contractor shall perform all cutting, fitting, or patching required for the Work and shall not endanger the Project by cutting, excavating, or otherwise altering the Project, or any part of it. The Contractor’s patching shall match and blend with the existing or adjacent surface(s).

6.3.4 The Contractor shall comply with ORC Sections 3781.25 through 3781.32. In addition, before starting excavation or trenching, the Contractor shall determine the location of any underground utilities and notify any public authority or utility having jurisdiction over the Project and secure any required approval.

6.3.5 The Contractor shall install all Work in accordance with the Contract Documents and any installation recommendations of the manufacturer, including required temperature and humidity limits for installation of the various materials.

6.4 Project Team Members

6.4.1 The Contractor shall not replace its Project team members as identified and set forth in the Contractor’s Proposal without prior written approval of the Contracting Authority.

6.4.1.1 If the Contractor proposes to change any of its Project team members, the Contractor shall submit written justification to the Contracting Authority, along with the name and qualifications of the Contractor’s proposed replacement.

6.4.1.2 The Contracting Authority reserves the right to reject any changes to, or proposed replacement of the Contractor's Project team members. Failure to notify the Contractor of the rejection within 30 days of receiving the required information shall indicate that the Contracting Authority has no objection

6.5 Construction Progress Schedule

6.5.1 The Contractor shall provide a bar chart schedule with a logical sequence of events and sufficient detail to properly anticipate and monitor construction progress.

6.5.2 The Contractor shall develop the Construction Progress Schedule using commercially available, personal computer software acceptable to the Contracting Authority. The Contractor shall submit all baseline and updated schedules to the Contracting Authority in the schedules’ native electronic format.

6.5.3 The Project participants shall use the Construction Progress Schedule as a tool for scheduling and reporting sequenced progress of the Work. The Contractor shall provide a clear graphics legend and other data including, but not limited to, Milestone dates, constraints, and other items required by the Project and Contracting Authority. Each submission shall show the Contracting Authority’s Project number and Project name, and provide a signature approval and date line for the Contractor.

6.5.4 The Construction Progress Schedule shall show all submittal dates, review and approval durations for coordination drawings, Shop Drawings, other action submittals, and mock-up Work.

6.5.5 The Contractor shall submit the Construction Progress Schedule in graphic and tabular form. Provide a 2-week look-ahead schedule.

6.5.6 Within 30 days of the date of the Notice to Proceed, the Contractor shall submit to the Contracting Authority a proposed Construction Progress Schedule approved by the Contractor.

6.5.7 The Contractor shall provide monthly progress reports to the Contracting Authority and Owner, which shall include recommendations for adjusting the Construction Progress Schedule to meet Milestone dates and the Substantial Completion date.

6.5.8 The Contractor shall update the Construction Progress Schedule on a monthly basis, or other interval approved by the Contracting Authority, in accordance with **Section 6.5.6**.

6.6 Progress Meetings

6.6.1 The Contractor shall schedule a weekly progress meeting for the Contracting Authority and other Persons involved in the Project. The purpose of the progress meeting is to review progress on the Project during the previous week, discuss anticipated progress during the following weeks, review critical operations, and discuss critical problems.

6.6.2 The Contractor shall be represented at every progress meeting by a Person authorized with signature authority to make decisions regarding possible modification of the Contract Documents or Construction Progress Schedule.

6.6.3 The Contractor shall prepare a written report of each progress meeting and distribute the report to the Contracting Authority and Owner. The Contractor shall not delegate the duty to prepare a written report of any progress meeting.

6.7 Review of Contract Documents and Field Conditions

6.7.1 Before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Site affecting it.

6.7.2 If the Contractor finds any perceived ambiguity, conflict, error, omission, or discrepancy on or between any of the Contract Documents, or between any of the Contract Documents and any Applicable Law, the Contractor, before proceeding with the Work, shall promptly submit a Request for Interpretation ("RFI") to the Contracting Authority for an interpretation or clarification.

6.7.3 If the Contractor believes that it is entitled to an adjustment of the Contract Sum and Guaranteed Savings, or Contract Time, or both, on account of clarifications or instructions issued by the Contracting Authority in response to an RFI, the Contractor may request a Modification by giving written notice within 7 days of receiving the Contracting Authority's RFI response under **Section 7.2.2**.

6.7.4 If the Contractor does not notify the Contracting Authority per **Section 6.7.3**, the Contractor will have accepted the RFI response without an adjustment to the Contract Sum, Guaranteed Savings, or Contract Time.

6.8 Protection of the Project

6.8.1 The Contractor shall protect the Work from weather and maintain the Work and all materials, apparatus, and fixtures free from injury or damage until Substantial Completion of the Work.

6.8.2 The Contractor shall protect the Project and existing or adjacent property from damage at all times and shall erect and maintain necessary barriers, furnish and keep lighted necessary danger signals at night, and take reasonable precautions to prevent injury or damage to individuals or property.

6.8.3 The Contractor shall not load, nor permit any part of the Project to be loaded, in any manner that endangers the Project, or any portion thereof. The Contractor shall not subject any part of the Project or existing or adjacent property to stress or pressure that endangers the Project or property.

6.8.4 The Contractor shall provide all temporary bracing, shoring, and other structural support required for safety of the Project and proper execution of the Work.

6.8.5 The Contractor shall provide controls/barriers for vibrations, noise and dust control in occupied buildings as required by the construction operations.

6.8.5.1 Exhaust of unfiltered air, dust, construction debris or other undesirable products released into the exterior atmosphere or into occupied areas of the building outside the Site will not be permitted. The Project Manager may limit or stop the Work if the Contractor does not maintain proper air-quality standards.

6.9 Materials and Equipment

6.9.1 The Contractor shall provide new materials and equipment of the quality specified in the Contract Documents. Prior to incorporating such materials and equipment into the Project, the Contractor shall obtain the Contracting Authority's approval with respect to any specific materials or equipment or categories of materials or equipment as and when required by the terms of the RFP.

6.9.2 The Contractor shall bring to or store at the Site only the materials and equipment required in the Work. If possible, materials and equipment should be installed in their final positions when brought to the Site.

6.9.2.1 The Contractor shall properly store and protect all materials and equipment it provides to the Project.

6.9.2.2 The Contractor shall timely remove from the Site any materials or equipment no longer required for the Work.

6.9.3 The Contractor shall not allow materials or equipment to damage the Project or adjacent property, nor to endanger any individual at or near the Site.

6.9.4 If the Contractor provides approved Substitutions that require changes to the Contract Documents, the Contractor shall be solely responsible for the additional costs incurred as a result.

6.9.5 The Contracting Authority shall consider Requests for Substitutions after the Proposal deadline only when the Contractor can conclusively demonstrate to the Contracting Authority the following conditions:

6.9.5.1 the specified components or previously-approved Substitutions, through no fault of the Contractor or the Contractor's Subcontractors and Material Suppliers, are not available; or

6.9.5.2 use or implementation of the proposed Substitution will result in an adjustment to neither the Contract Sum nor Guaranteed Savings; and

6.9.5.3 the specified components, or previously-approved Substitutions will not perform as designed or intended.

6.9.6 The Contractor's incorporation of unapproved Substitutions in the Work shall constitute Defective Work.

6.10 Labor

6.10.1 The Contractor shall maintain a sufficient workforce and enforce good discipline and order among its employees and the employees of its Subcontractors. The Contractor shall not permit employment of individuals not skilled in tasks assigned to them.

6.10.2 The Contractor shall dismiss from the Project any individual employed by the Contractor, or the Contractor's Subcontractors, who the Contracting Authority finds, in its sole discretion, to be incompetent, guilty of misconduct, or detrimental to the Project.

6.10.3 The Contractor shall employ all legal efforts to minimize the likelihood or effect of any strike, work stoppage, or other labor disturbance. Informational pickets shall not justify any work stoppage.

6.11 Safety Precautions

6.11.1 The Contractor shall take reasonable precautions to ensure the safety of individuals on the Project.

6.11.2 The Contractor is responsible for designing and implementing its own safety program, including compliance with OSHA regulations. The Contractor's safety plans, such as fall protection, hazards, communications, competent person, etc., shall meet or exceed the Owner's safety plan.

6.11.3 The Contractor shall pay any fine or cost incurred because of the Contractor's violation, or alleged violation, of Applicable Law.

6.11.4 Before starting any Work, the Contractor shall submit to the Contracting Authority a copy of the Contractor's site-specific safety plan and safety manuals.

6.11.5 The Contractor shall not introduce Hazardous Materials to the Project or burn any fires on the Site.

6.11.5.1 The Contractor shall notify the Contracting Authority 24 hours before the start of non-routine or non-recurring hot-work. Use of sources of fire, flame or sparks and flammable materials shall be kept to an absolute minimum. At the beginning of the Project the Contractor shall inform the Contracting Authority of its intent to use blowtorches, welding apparatus or similar exposed flame and sparking devices. Similar notice shall be given in regard to the use of flammable liquids, adhesives, and cleaners.

6.11.5.2 The Contractor shall furnish an appropriate number of fire extinguishers (minimum of 1), which shall be within the immediate areas where work is being done at all times. The extinguisher shall be adequate and suitable for the class of fire likely to be caused by the Contractor's operations.

6.11.6 Work Stoppage Due to Hazardous Materials.

6.11.6.1 If the Contractor encounters material the Contractor reasonably believes to be, or contain, a Hazardous Material that has not been rendered harmless, the Contractor shall immediately stop Work in the affected area and verbally report the condition to the Contracting Authority, and within 1 business day deliver written notice of the condition to the Contracting Authority.

6.11.6.2 The Contracting Authority shall investigate and if required, engage the services of a licensed abatement Contractor who shall issue a report of the condition to the Contracting Authority in writing and remove the material or render it harmless as directed.

6.11.6.3 The Contractor shall resume Work in the affected area upon written notice from the Contracting Authority that **(1)** the suspect material was evaluated and found not to be or contain a Hazardous Material, or **(2)** the suspect material has been removed or rendered harmless.

6.11.6.4 If the Contractor knowingly or negligently proceeds with the Work in an area where a Hazardous Material exists and has not been rendered harmless, the Contractor shall be solely responsible for all related claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performing the Work in the affected area.

6.11.6.5 The term "rendered harmless" means that the level of exposure is less than any applicable exposure standards set forth in Applicable Law.

6.11.7 Safety Data Sheets.

6.11.7.1 The Contractor shall identify any material it uses at the Site with a Safety Data Sheet ("SDS") meeting the requirements of OSHA's Hazard Communication Standard (formerly known as a Material Safety Data Sheet).

6.11.7.2 The Contractor shall maintain a notebook containing all of its applicable SDSs. This notebook shall be kept at the Site for the duration of the Project.

6.12 Construction Facilities, Utilities, and Equipment

6.12.1 Facilities. The Contractor shall provide and maintain in a clean condition suitable temporary facilities, equipment, services, and enclosed storage for its use at the Site. The Contractor shall provide and maintain in a clean condition: **(1)** suitable facilities, equipment, and services for use by the Contracting Authority; **(2)** adequate space, equipment, and furnishings to conduct progress meetings, and store approved documents and permits; and **(3)** adequate sanitary facilities for use by all Persons at the Site.

6.12.2 Environmental Controls.

6.12.2.1 The Contractor shall protect its Work and materials from weather and damage from heat, cold, and humidity.

6.12.2.2 Until the permanent HVAC system is complete and available for use, the Contractor shall make arrangements and pay for installation and maintenance of temporary heating and ventilating systems.

6.12.2.3 When the permanent HVAC system is complete and available for use, the Contractor shall start up and maintain operation of the permanent HVAC system, including filters, and promptly remove temporary heating and ventilating systems.

6.12.2.4 The Owner shall pay the costs of energy consumed in operating the temporary heating and ventilating systems and the permanent HVAC system.

6.12.3 Water and Drainage.

6.12.3.1 The Contractor shall provide water necessary for the Work until the permanent plumbing system is available for use. The Contractor shall provide temporary drainage and dewatering necessary for the Work and shall employ pumps, trenches, drains, sumps, and other necessary elements required to provide satisfactory working conditions for the protection, execution, and completion of the Project.

6.12.3.2 The Contractor shall make arrangements and pay for installation and maintenance of temporary plumbing systems until the permanent plumbing system is available for use.

6.12.3.3 When the permanent plumbing system is complete and available for use, the Contractor shall start up and maintain operation of the permanent plumbing systems, and make arrangements and pay for removal of temporary plumbing systems.

6.12.3.4 The Owner shall pay the costs of water consumed and sewerage charges.

6.12.4 Electric Service.

6.12.4.1 The Contractor shall provide temporary light and power; pay the charges for temporary electric service installation, and removal if required.

6.12.4.2 A Contractor requiring these services shall subcontract with a licensed contractor for the service requirements and shall pay the costs of the services.

6.12.4.3 The Owner shall pay the cost of energy consumed.

6.12.5 Hoisting Facilities.

6.12.5.1 The Contractor shall erect and maintain any hoisting equipment required for its Work.

6.12.5.2 If the electric service requirements of hoisting facilities differ from that available at the Site, the Contractor shall provide and pay for all necessary connections.

6.12.5.3 A Contractor requiring use of hoisting facilities shall transport Persons and materials required for its Work.

6.13 Progress Cleaning

6.13.1 The Contractor shall remove all waste materials, rubbish, and mud attributable to the Work to an appropriate disposal location acceptable to the Owner at, or near, the Site.

6.13.2 The Contractor shall perform daily broom cleaning of hard flooring surfaces in the area of the Work and maintain the Site in a clean condition acceptable to the Owner.

6.13.3 The Contractor shall remove, once each working day or as appropriate for the Project, all waste materials, and rubbish from the disposal location at, or near, the Site.

6.13.4 The Contractor shall remove, as appropriate for the Project or as the Contracting Authority directs, any waste materials or rubbish from areas adjacent to the Project. The Contractor shall dispose of waste materials, rubbish, and construction debris in a lawful manner in approved recycling facilities or landfills.

6.13.5 If the Contractor fails to clean up during the progress of the Work, the Contracting Authority may clean up on behalf of the Contractor and at the Contractor's expense. If the Contractor fails to maintain the areas adjacent to the Project clean and free of waste materials and rubbish, the Contracting Authority may also direct the local jurisdiction responsible for the area to have the area cleaned to its satisfaction at the Contractor's expense.

6.14 Use of Premises

6.14.1 The Contractor shall use corridors, stairs, and elevators as designated by the Owner. Extreme care shall be exercised to not exceed the carrying capacity of elevators nor to damage the cab interior in any way.

6.14.2 Loitering or wandering through interior of buildings or exterior grounds outside the limits of the Work will not be permitted.

6.14.3 The Contractor shall confine its apparatus, materials, and the operations of its workers to the limits indicated by law, ordinances, permits and the directions of the Contracting Authority. Short-term storage of equipment shall be scheduled by the Contracting Authority.

6.14.4 No signs or advertising of any kind will be permitted on or about the Site, except those appearing on trucks and trailers.

6.14.5 All State buildings are smoke free. Smoking will not be permitted in any indoor area. The ban on tobacco products will be observed in all indoor and outdoor areas and parking areas on all State-owned and leased property. The Contractor shall enforce these restrictions on any individual employed by the Contractor, or a Subcontractor.

6.15 Interruption of Existing Services

6.15.1 Whenever it becomes necessary to interrupt existing services in use by the Owner or its tenants, including but not limited to sewer, water, gas, and steam lines, electric, telephone, and cable service, the Contractor shall continue the associated Work on a non-stop 24-hour per day basis until that Work is completed and the service restored, or at an alternate time required by the Owner.

6.15.2 Before beginning that Work, the Contractor shall apply in writing to, and receive approval in writing from the Owner to establish a time when interruption of the service will cause a minimum of interference with the activities of the Owner.

6.16 Action Submittals

6.16.1 Submittal Description. Shop Drawings, Product Data, Samples, and other submittals for the Engineer's review and action shall be provided by the Contractor for any item required by the Contract Documents or Applicable Law but not fully described in the Contract Documents, unless waived by the Contracting Authority, and include, but are not limited to:

6.16.1.1 construction of the various parts, method of joinery, type of materials, grade, quality and thickness of materials, alloy of materials, profiles of all sections, reinforcement, method of hanging doors or installing windows, anchorage, and type and grade of finish;

6.16.1.2 capacities, types of materials and performance charts that are pertinent to the materials, and performance charts that are pertinent to the equipment item; and

6.16.1.3 wiring diagrams, control diagrams, schematic diagrams, working and erection dimensions, arrangement and specifications.

6.16.2 Form of Submittals. The Contractor shall provide a transmittal letter, review and stamp its approval, and transmit the submittals to the Contracting Authority in accordance with the submittal schedule established by the Contracting Authority and Contractor.

6.16.2.1 The Contractor shall submit a minimum of 1 reproducible and 3 copies of Shop Drawings, and a minimum of 4 copies of any other submittal, except when using the State's web-based project management software under **Section 6.16.2.4**.

6.16.2.2 The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to communicate to the Contracting Authority the materials and equipment that the Contractor proposes to provide.

6.16.2.3 Each Sample shall be identified clearly as to materials, supplier, pertinent data as catalog numbers, the intended use, and other uses as the Contracting Authority may require enabling the Contracting Authority to review the submittal.

6.16.2.4 If the Project is administered using the State's web-based project management software, the Contractor shall submit electronic files of its submittals for review, using the "Submittals" business process.

6.16.3 Variation from Contract Documents. If the submittals show variations from the requirements of the Contract Documents, the Contractor shall specifically and clearly identify the variations in its letter of transmittal.

6.16.3.1 Variations that may affect the construction quality, cost or timeline shall be submitted by the Contracting Authority to the Owner for review, and if approved, shall be incorporated into the Work by amendment.

6.16.3.2 The Contractor shall not be relieved of responsibility for deviations from the Contract Documents by the Contracting Authority's approval of submittals.

6.16.3.3 Submittals are not Contract Documents. In the event of conflicts between submittals and the Contract Documents, the Contract Documents take precedence and govern the Work.

6.16.4 Contractor's Submittal Review. The Contractor shall review and stamp "approved" all submittals before forwarding them to the Contracting Authority. If it is apparent to the Contracting Authority that the Contractor has not reviewed the submittals, or has conducted an incomplete review, the Contracting Authority may reject the submittals.

6.16.4.1 The Contractor shall field verify conditions as necessary and make corrections of dimensions, locations of various items, encroachments of work of other contractors, or variations from the requirements of the Contract Documents.

6.16.4.2 If required by the Contract Documents or Applicable Law, the Contractor shall have Shop Drawings or other submittals prepared by Persons possessing expertise and experience in an appropriate trade or profession or by a licensed architect, registered engineer, or other professional.

6.16.4.3 By approving and submitting submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related to the associated Work, or shall do so, and has checked and coordinated the information contained within the submittals with the requirements of the Work and of the Contract Documents.

6.16.5 Contracting Authority's Submittal Review. The Contracting Authority shall review submittals for conformity with design intent within 14 days of receiving them or in accordance with the approved submittal schedule, or other period as mutually agreed by the Contracting Authority and Contractor. It is not the purpose of the Contracting Authority's review of submittals to determine the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the Contractor's responsibility.

6.16.5.1 If the Project is administered using the State's web-based project management software, the Contractor shall submit electronic files of its submittals for review, using the "Submittals" business process.

6.16.5.2 The Contractor shall make corrections required by the Contracting Authority and resubmit the required number of corrected copies of submittals until approved, which re-submission shall be acted upon by the Contracting Authority within 14 days of receiving them, or other period mutually agreed by the Contracting Authority and Contractor.

6.16.5.3 When resubmitting corrected submittals, the Contractor shall direct the Contracting Authority's attention to revisions made by noting revisions on the resubmittal.

6.16.5.4 The Contracting Authority's review shall not extend to means, methods, manners, techniques, sequences, or procedures of construction, or to safety precautions or incident programs.

6.16.5.5 The review and approval of a separate item shall not indicate approval of the assembly in which the item functions.

6.16.6 Risk of Nonpayment. The Contractor shall not commence any portion of the Work requiring Shop Drawings, Product Data, Samples, or other submittals until the submittal has been approved by the Contracting Authority. If the Contractor starts Work before the Contracting Authority's final approval of the submittal, the Contractor does so at its own risk that payment may not be approved by the Contracting Authority for the related Work.

6.16.7 Equipment Statement. Shop Drawings on equipment shall include the following written statement from the manufacturer of the equipment: "This equipment submitted for approval shall perform as specified when installed in the arrangement shown on this drawing and in the Contract Documents and in conjunction with all other accessories such as flues, breechings, piping, controls, and equipment not furnished by this manufacturer, but required as an accessory or supplement to this equipment, provided that the accessory or supplementary items perform as specified and are installed as shown in the Contract Documents."

6.17 Warranty

6.17.1 The Contractor warrants to the Contracting Authority and Owner that all materials and equipment furnished under the Contract shall be new and of good quality unless otherwise required or permitted by the Contract Documents, that the Work shall be free from defects not inherent in the quality required or permitted, and that the Work shall conform to the requirements of the Contract Documents. Work not conforming to those requirements, including Substitutions not properly approved and authorized, may be considered Defective Work. If required by the Contracting Authority, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.17.2 Notwithstanding any other provision of the Contract Documents, the warranty pursuant to **Section 6.17.1** shall commence for each individual ECM/WCM upon acceptance of the ECM/WCM by the Contracting Authority as evidenced by a properly executed Certification of Warranty Commencement.

6.18 Uncovering the Work

6.18.1 If the Contractor covers Work contrary to the requirements of the Contract Documents or contrary to the written request of the Contracting Authority, the Contractor shall, if the Contracting Authority requests in writing, uncover that Work for observation, correct it if not in conformity with the Contract Documents, and recover it at the Contractor's expense without adjustment of the Contract Time.

6.18.2 If the Contractor covers Work in accordance with the Contract Documents and not contrary to a request from the Contracting Authority for an opportunity to observe the Work prior to covering, the Contractor shall, if the Contracting Authority requests in writing, uncover that Work.

6.18.2.1 If the uncovered Work is Defective Work, the Contractor shall pay the costs of uncovering, correcting, and recovering the Work and shall not be entitled to an adjustment of the Contract Time.

6.18.2.2 If the uncovered Work is not Defective Work and the Contractor believes that it is entitled to an adjustment of the Contract Sum and Guaranteed Savings, or Contract Time, or both, on account of the uncovering and

recovering of the Work, the Contractor may request a Modification by giving written notice to the Contracting Authority under **Section 7.2.2**.

6.19 Correction of the Work

6.19.1 Before Substantial Completion.

6.19.1.1 If the Contractor provides Defective Work or fails or neglects to perform the Work in accordance with the Construction Progress Schedule, the Contracting Authority may issue a written notice to the Contractor and Contractor's Surety directing the Contractor to correct the Defective Work or recover schedule deficiencies. Unless otherwise specified in that written notice, the Contractor shall begin to correct the Defective Work and recover the schedule deficiencies within no more than three days after the Contracting Authority issues the written notice ("72-Hour Notice").

6.19.1.2 If the Contractor fails to promptly commence and diligently pursue correction of Defective Work or recovery of schedule deficiencies required under **Section 6.19.1.1**, the Owner may correct the Defective Work or take action to recover schedule deficiencies without giving further notice to the Contractor or Contractor's Surety.

6.19.2 After Substantial Completion.

6.19.2.1 In addition to the Contractor's other obligations under the Contract Documents, if any of the Work is found to be Defective Work after Substantial Completion, the Contractor shall correct it promptly after receipt of written notice from the Contracting Authority or Owner to do so, unless the Contracting Authority and Owner have previously acknowledged and accepted the Defective Work in writing. The Contracting Authority or Owner may send a copy of the written notice to the Contractor's Surety, but are not obligated to do so.

6.19.2.2 During the Correction Period. If the Contracting Authority or Owner issues a notice under **Section 6.19.2.1** during the Correction Period, the Owner may correct the Defective Work itself without giving further notice to the Contractor or Contractor's Surety if the Contractor fails to **(1)** notify the Owner in writing of the Contractor's intent to correct the Defective Work within 7 days after the Contracting Authority or Owner issues the notice and **(2)** thereafter promptly commence and diligently pursue correction of Defective Work.

6.19.2.3 The Correction Period: **(1)** commences on the date of Substantial Completion of the Work or a designated portion of the Work which the Contracting Authority and Owner have agreed to take Partial Occupancy; **(2)** relates only to the Contractor's specific obligation and opportunity to correct the Work during the Correction Period; **(3)** does not establish a period of limitation with respect to any of the Contractor's other obligations under the Contract Documents; **(4)** has no relationship to the time within which the State or Owner may seek to enforce the Contract; **(5)** does not establish a period of limitation within respect to the commencement of litigation to establish the Contractor's liability under the Contract or otherwise; and **(6)** shall not be extended by corrective Work performed by the Contractor under this **Section 6.19.2**.

6.19.2.4 After the Correction Period. If the Owner issues notice under **Section 6.19.2.1** after expiration of the Correction Period, the Owner may correct the Defective Work without giving further notice to the Contractor or the Contractor's Surety if the Contractor fails to **(1)** notify the Owner in writing of the Contractor's intent to correct the Defective Work within 14 days after the Owner issues the notice and **(2)** thereafter promptly commence and diligently pursue correction of Defective Work.

6.19.3 Emergency Correction of Defective Work.

6.19.3.1 Notwithstanding any other provision of the Contract to the contrary, if in the Contracting Authority or Owner's opinion the Defective Work presents a threat of imminent harm or danger to people, property, or the environment, the Contracting Authority or Owner may order the Contractor to immediately correct Defective Work or the Owner may correct the Defective Work itself without any prior notice to the Contractor or Contractor's Surety.

6.19.4 Responsibility for Costs of Correction.

6.19.4.1 The Contractor shall pay all of the costs and damages associated with the correction of Defective Work and the recovery of schedule deficiencies under this **Section 6.19**. Those costs and damages may include, but are not limited to, the related fees and charges of contractors, engineers, architects, attorneys, and other professionals; and the cost of correcting or replacing adjacent work. The Contracting Authority may deduct those costs and damages from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.20 Acceptance of Defective Work

6.20.1 The Owner may accept any Defective Work instead of requiring its removal or correction, in which case the Contract Sum must be equitably reduced as described under **Article 7**. The Owner may only accept Defective Work though a deduct amendment that makes explicit reference to this **Section 6.20**.

6.20.2 None of the following will constitute **(1)** acceptance of Defective Work, **(2)** a release of the Contractor's obligation to perform the Work in accordance with the Contract, or **(3)** a waiver of any rights set forth in the Contract or otherwise provided by Applicable Law:

6.20.2.1 observations or inspections by the Owner, Contracting Authority, or Engineer;

6.20.2.2 the making of any payment;

6.20.2.3 Substantial Completion or the issuance of a Certificate of Substantial Completion;

6.20.2.4 Partial Occupancy and the Owner's use or occupancy of the Work or any part of it;

6.20.2.5 Contract Completion or the issuance of a partial or final Certificate of Contract Completion;

6.20.2.6 any review or approval of a submittal;

6.20.2.7 any inspection, test, or approval by other Persons; or

6.20.2.8 any correction of Defective Work by the Owner.

6.21 Project Document Maintenance and Submittal

6.21.1 <u>During Construction</u>.

6.21.1.1 The Contractor shall maintain in good order at a secure location on the Site: **(1)** a complete copy of all Contract Documents; Shop Drawings, Product Data, Samples and similar required submittals; manufacturer operating and maintenance instructions; certificates; warranties; RFIs and responses thereto; and other Project-related documents, all marked currently and accurately to record field changes and selections made during construction and to show actual installation where installation varies from Work as originally shown, including the exact location and depth of underground utility lines; and **(2)** a set of Drawings and Specifications, approved in accordance with **Section 5.3.1.1**, and the records required by **Section 6.2.12**.

6.21.1.2 Before submitting each Contractor Payment Request, the Contractor shall record all changes on the Contract Documents, neatly in a contrasting color, noting new information not shown on the original Contract Documents. Failure to record all changes may cause payment to be withheld or delayed by the Contracting Authority.

6.21.1.3 The Contractor shall keep a record of changes made to the Specifications, noting particularly any approved variation from manufacturer's installation instructions and recommendations.

6.21.1.4 If the Contractor uses Shop Drawings to indicate as-built conditions, the Contractor shall cross-reference the Shop Drawing sheet numbers to the corresponding sheet numbers on the Contract Documents. The Contractor shall note related numbers where applicable.

6.21.1.5 The Contractor shall at all times permit access to the documents described in this **Section 6.21.1** to authorized representatives of the State, local authorities having jurisdiction, Contracting Authority, Owner, and Criteria Engineer.

6.21.2 <u>Before Contract Completion</u>.

6.21.2.1 The Contractor shall revise the original Contract Documents and related electronic files. The Contractor shall label the revised original Contract Documents and related electronic files as "Record Documents" and reflect the date.

6.21.2.2 The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and final payment, shall organize the Record Documents into manageable sets, bind the sets with durable paper cover sheets, and deliver the Record Documents to the Contracting Authority.

6.21.2.3 The Contractor's Record Documents submission shall include, but is not limited to:

- **.1** Certificate of Occupancy;
- **.2** inspection certificates for pressure piping, elevator, boiler, electrical, plumbing or piping purification, etc.;
- **.3** Letter of Approval from the local fire authority or State Fire Marshal for the fire suppression system;

.4 Operation and Maintenance Manuals, organized into suitable sets of manageable size. Indexed data bound in individual binders, with pocket folders for folded sheet information and appropriate identification marked on the front and the spine of each binder;

.5 neatly and accurately marked sets of as-built documents, and other Contract Documents reflecting the actual construction of the Project;

.6 detailed Drawings reflecting the exact location of any concealed utilities, mechanical or electrical systems, and components;

.7 assignment to the Owner of all warranties and guarantees, including the most-recent address and telephone number of any Subcontractors or manufacturers;

.8 an affidavit to certify that all Subcontractors have been paid in full for all Work performed or materials furnished for the Project;

.9 final certified payroll reports; and

.10 an affidavit to certify that the Contractor and each of its Subcontractors, regardless of tier, have complied with all requirements of ORC Chapter 4115.

6.21.2.4 By submitting the Record Documents to the Contracting Authority, the Contractor certifies that its Record Documents are complete, correct, and accurate.

6.21.2.5 After the Contracting Authority has reviewed the Contractor's Record Documents and determines they are complete, the Contracting Authority will deliver the Record Documents to the Owner. The Owner may thereafter use the Record Documents for any purpose relating to the Project including, but not limited to, additions to or completion of the Project.

6.22 Final Cleaning

6.22.1 Before requesting the Substantial Completion inspection of the Work, the Contractor shall clean the Site, remove waste materials and rubbish attributable to the Project, and restore the property to its original condition so that upon Substantial Completion, the premises are ready for occupancy by the Owner.

6.22.2 If the Contractor performs any Work after final cleaning, the Contractor shall clean the affected area as provided above so that upon Substantial Completion, the premises are ready for occupancy by the Owner.

6.22.3 Final cleaning shall be done to the reasonable satisfaction of the Contracting Authority and Owner.

6.23 Substantial Completion

6.23.1 Contractor's Punch List.

6.23.1.1 When the Contractor considers the Work, or a designated portion thereof, Substantially Complete the Contractor shall inspect the Work and prepare a list of Defective Work and incomplete or unacceptable Work ("Contractor's Punch List"). The Contractor shall list all items of Work not in compliance with the Contract Documents, including items the Contractor is requesting to be deferred.

.1 The Contractor shall proceed to correct all items listed on the Contractor's Punch List and certify that the incomplete items listed on the Contractor's Punch List are to its knowledge an accurate and complete list by signing the Contractor's Punch List.

.2 The Contractor's failure to include an item on the Contractor's Punch List shall not alter the Contractor's responsibility to complete the Work in accordance with the Contract Documents.

.3 The Contractor shall submit the signed Contractor's Punch List to the Contracting Authority, together with a request for the Substantial Completion inspection of the Work.

6.23.1.2 If the Project is administered using the State's web-based project management software, the Contractor shall submit the Contractor's Punch List, using the "Punch List" business process.

6.23.2 Substantial Completion Inspection.

6.23.2.1 Within 3 business days of receipt of the request for the Substantial Completion inspection of the Work, the Contracting Authority shall notify the Contractor of acceptance or rejection of the request, stating reasons for any rejection.

.1 Within 7 days of its acceptance of the Contractor's request, the Contracting Authority shall conduct the Substantial Completion inspection to determine whether the Work, or designated portion, is in conformity with the Contract Documents and Substantially Complete. The Contracting Authority shall notify the Contractor and Owner of the scheduled time of the inspection.

.2 If the Contracting Authority determines that the Work is Substantially Complete, within 3 business days after the Substantial Completion inspection, the Contracting Authority shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and include a list of Defective, incomplete, or unacceptable Work ("Contracting Authority's Punch List"). The Contracting Authority's Punch List shall include **(1)** the items on the Contractor's Punch List that are not yet completed or corrected as of the date of the Substantial Completion inspection, and **(2)** comments from the Owner.

.3 The Contracting Authority shall submit the Certificate of Substantial Completion to the Contracting Authority, Owner, and Contractor for their written acceptance.

6.23.3 Completion of Punch List Items.

6.23.3.1 Within 30 days after the date of Substantial Completion and before the date of Final Contract Completion, the Contractor shall complete all items on the Contracting Authority's Punch List. After completing all items on the Contracting Authority's Punch List, the Contractor shall provide a written request for Final Inspection of the Work to the Contracting Authority.

.1 If Work on the Contracting Authority's Punch List cannot be timely completed, the Contractor shall justify in writing to the reasonable satisfaction of the Contracting Authority the reasons the items cannot be completed, and the Contractor may propose, for the Contracting Authority's approval, a time when the Contractor shall complete those items.

.2 Within 3 business days after receipt of the request for Final Inspection of the Work, the Contracting Authority shall complete a Final Inspection of the Work for compliance with the Contract Documents.

6.23.3.2 If the Project is administered using the State's web-based project management software, the Contractor shall receive the Contracting Authority's Punch List and submit its written request for Final Inspection of the Work, using the "Punch List" business process.

6.24 Partial Occupancy

6.24.1 The Owner may occupy or use a portion of the Project prior to Contract Completion if:

6.24.1.1 the building authority with jurisdiction over the Project issues a partial certificate of occupancy for the portion of the Project the Owner intends to occupy;

6.24.1.2 the Contractor with the Owner's assistance has provided written notice of the Partial Occupancy to the insurers providing property insurance for the Project; and

6.24.1.3 the Contracting Authority has received notice of the Partial Occupancy from the Contractor and has consented to it.

6.24.2 Before the Owner commences Partial Occupancy, the Owner, Contracting Authority, and Contractor shall proceed as described under **Section 6.23** for the area designated for Partial Occupancy.

6.24.3 The Contractor shall be relieved of the obligation to maintain the area accepted for Partial Occupancy, but shall remain obligated to complete and correct the Work and to carry the insurance required by the Contract Documents during performance of any such Work..

6.25 Demonstration and Training, Operating Appurtenances

6.25.1 The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and final payment, shall perform demonstration and training of the Owner's maintenance personnel as specified in the Contract Documents.

6.25.2 The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and final payment, shall organize and submit operating appurtenances and loose items related to the operation and maintenance of the completed Project to the Owner including: keys to door and window hardware, panels, and other devices not directly provided to the Owner from the manufacturer; operating handles, levers, cranks, specialized wrenches or drivers, remote controls, and similar items; and extra materials (e.g., attic stock).

6.26 Contract Completion

6.26.1 When all items on the Contracting Authority's Punch List have been completed to the satisfaction of the Contracting Authority, all requirements of the Contract Documents have been completed, and the provisions of **Sections 6.21** through **6.25** have been fulfilled, the Contracting Authority shall prepare and recommend execution of a final Certificate of Contract Completion. The date that the Contracting Authority executes the final Certificate of Contract Completion is the date of Contract Completion.

ARTICLE 7 - MODIFICATIONS

7.1 General

7.1.1 The Contracting Authority may order changes in the Work without invalidating the Contract. Subject to the limitations stated in this 6.19.1 and elsewhere in the Contract Documents, a change in the Work may be accomplished by an amendment or an order for a minor change in the Work.

7.1.1.1 The Contractor shall proportionately increase the amount of the Performance Bond whenever the Contract Sum is increased.

7.1.1.2 The Contractor shall proportionately increase the amount of the Guarantee Bond whenever the Guaranteed Savings are increased.

7.1.1.3 If notice of any change affecting the Contract is required by the provision of any Bond, the giving of the notice is the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

7.1.1.4 Because of the difficulty in adjusting the funding, changes in the Work of a Performance Contract shall not routinely be ordered nor approved by the Contracting Authority.

7.1.2 The Contractor shall not proceed with any change in the Work without the Contracting Authority's prior written authorization.

7.1.2.1 Except as provided in **Section 1.10**, the Contractor's failure to obtain prior written authorization for a change in the Work constitutes a waiver by the Contractor of an adjustment to the Contract Sum, Guaranteed Savings, Contract Time, or any or all of the foregoing, for the related Work.

7.1.3 The Contractor shall perform all changes in the Work under the applicable provisions of the Contract Documents, and the Contractor shall proceed promptly with the change unless otherwise provided in the amendment or order for a minor change in the Work.

7.2 Amendments

7.2.1 The Contract may be modified only by an amendment prepared by the Contracting Authority and signed by both the Contractor and the Contracting Authority, with the concurrence of the Owner.

7.2.2 The Contractor may initiate an amendment by submitting written notice to the Contracting Authority accompanied by an appropriate Proposal.

7.2.3 If the Project is administered using the State's web-based project management software, the Contractor shall submit its request for an amendment to the Contracting Authority through the "Change Order" (Agency/Higher Education) or "Contract Modifications" (School Facilities) business process.

7.3 Allocation Adjustments

7.3.1 Without modifying the Contract Sum, the allocation of costs, as described in the Schedule of Values, may be adjusted upon request of the Contractor and approval by the Contracting Authority without a formal signed amendment.

7.3.2 If the Project is administered using the State's web-based project management software, the Contractor shall submit its request for an allocation adjustment to the Contracting Authority through the "Change Order" (Agency/Higher Education) or "Contract Modifications" (School Facilities) business process.

7.4 Minor Changes in the Work

7.4.1 The Contracting Authority may order minor changes in the Work not involving adjustment of the Contract Sum and Guaranteed Savings or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Those changes shall be effected by written order issued to the Contractor.

7.4.2 The Contractor shall promptly carry out each order for a minor change in the Work if the Contractor agrees that the order does not involve adjustment of the Contract Sum, Guaranteed Savings, Contract Time, or any or all of the foregoing.

7.4.3 If the Project is administered using the State's web-based project management software, the order for a minor change in the Work shall be documented through the "Action Items" business process.

7.5 Differing Site Conditions

7.5.1 If the Contractor encounters a Differing Site Condition, the Contractor shall stop Work on that Differing Site Condition and give immediate written notice of the condition to the Contracting Authority.

7.5.2 Promptly after receiving notice from the Contractor under **Section 7.5.1**, the Contracting Authority shall investigate to determine whether the Contractor has encountered a Differing Site Condition. The Contracting Authority shall give written notice of its determination to the Contracting Authority and Contractor within 10 days after completing the investigation.

7.6 Cost or Credit Determination and Associated Adjustment to the Guaranteed Savings

7.6.1 The maximum cost or credit resulting from a change in the Work shall be determined as described below.

7.6.1.1 Proposals shall include the information required by **Section 7.6.4**.

7.6.1.2 The percentages allowed for overhead and profit include all Contractor Project costs relating to field or home office operations. Additional costs for overhead or profit shall not be allowed.

7.6.1.3 The maximum cost or credit includes all compensation for impact costs. Additional costs for impacts shall not be allowed.

7.6.2 The Contractor shall not assign any portion of the Work to another Person whereby the Contractor would benefit directly or indirectly from the double application of charges for overhead or profit.

7.6.3 The Contracting Authority may require notarized invoices for material costs and may audit the records of the Contractor and Subcontractors.

7.6.4 For each change in the Work, the Contractor shall furnish a detailed Proposal. Any Subcontractor pricing shall also be itemized.

7.6.5 The following criteria shall be used to establish the exclusive and maximum amount that the Owner shall pay for any amendment, including, but not limited to, all amounts for interference with, delay, hindrance, disruption, or impact of the Work ("Pricing Criteria"). These Pricing Criteria shall also be used to determine the value of deduct amendments and the Contractor's entitlement to additional compensation or damages through the Claims and dispute resolution processes on account of changes in the Work. In order to expedite the review and approval process, Proposals shall be prepared in the categories and order listed below:

7.6.5.1 additional costs of professional services;

7.6.5.2 costs of labor, including fringe benefits pursuant to ORC Chapter 4115;

7.6.5.3 costs of materials, supplies, and equipment, including costs of transportation, whether incorporated or consumed;

7.6.5.4 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

7.6.5.5 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes on items defined in **Section 12.7.2**;

7.6.5.6 additional costs of supervision and field office personnel directly attributable to the change in the Work; and

7.6.5.7 reasonable allowances for overhead and profit.

7.6.6 Costs that shall not be reimbursed for changes in the Work include the following:

7.6.6.1 Voluntary employee deductions including, but not limited to, deductions for charitable donations or U.S. savings bonds.

7.6.6.2 Employee profit sharing.

7.6.7 If an adjustment to the Guaranteed Savings is associated with a request for adjustment to the Contract Sum, the Contractor shall substantiate such adjustment of the Guaranteed Savings with:

7.6.7.1 A detailed written analysis of the affect on the Guaranteed Savings resulting from the requested adjustment to the Contract Sum.

7.6.7.2 Revised calculations demonstrating the requested adjustment to the Guaranteed Savings.

7.7 Time Extension

7.7.1 Every adjustment of the Contract Time associated with any change in the Work shall be determined as provided in this **Section 7.7**, which establishes the Contractor's maximum entitlement for any change in the Work, including without limitation all adjustments for interference, delay, hindrance, or disruption of the Work. This **Section 7.7** also governs time adjustments for deduct amendments and the Contractor's entitlement to additional time through the claims and dispute resolution processes on account of changes in the Work.

7.7.2 The Contractor shall substantiate all changes in the Contract Time with:

7.7.2.1 a written description of the nature of the interference, disruption, hindrance or delay;

7.7.2.2 identification of Persons and events responsible for the interference, disruption, hindrance or delay;

7.7.2.3 date, or anticipated date, of commencement of the interference, disruption, hindrance or delay;

7.7.2.4 identification of activities by schedule activity number and name on the Construction Progress Schedule, which may be affected by the interference, disruption, hindrance or delay, or new activities created by the interference, disruption, hindrance or delay and the relationship with existing activities;

7.7.2.5 anticipated duration of the interference, disruption, hindrance or delay and of any remobilization period;

7.7.2.6 specific number of days of extension requested and specific number of days for remobilization requested;

7.7.2.7 recommended action to avoid or minimize any future interference, disruption, hindrance or delay; and

7.7.2.8 a detailed written proposal as described under **Section 7.6** for an increase in the Contract Sum which would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay, if any.

7.7.3 In the event that an extension of time is granted under the Contract Documents the schedule for commencement of the Guaranteed Savings period shall be adjusted accordingly.

7.7.4 Critical Path. Time extensions shall depend upon the extent to which the Work on the critical path of the Construction Progress Schedule is affected, if applicable.

7.7.4.1 An amendment granting a time extension may provide that the Contract Time shall be extended for only those specific elements so interfered with, disrupted, hindered, or delayed and related remobilization and that remaining Milestone dates shall not be altered and may further provide for adjustment of Liquidated Damages.

7.8 Examination and Audit of Contractor's Records

7.8.1 The Contracting Authority and Owner may examine all books, records, documents and other data of the Contractor and its Subcontractors related to the Proposal, pricing or performance of the Work for the purpose of evaluating any Contractor Payment Request, Proposal, Modification, or Claim.

7.8.2 The above referenced materials shall be made available at the office of the Contractor or Subcontractor, as applicable, at all reasonable times for inspection, audit, and reproduction until the expiration of 6 years after the date of Substantial Completion of all Work.

7.8.3 The Contractor shall maintain, and require its Subcontractors to maintain, complete and accurate business records at its principal place of business. If the principal place of business is greater than 50 miles from the Site, the Contractor shall timely make records available, and shall require its Subcontractors and Material Suppliers to timely make records available, at the office of the Contracting Authority or Owner upon request for the records.

7.8.4 To the extent that the Contractor or Subcontractor, as applicable, informs the Contracting Authority or Owner in writing that any documents provided to the Contracting Authority or Owner are trade secrets, the Contracting Authority or Owner shall treat these documents, to the extent permitted by law, as trade secrets of the Contractor or Subcontractor, as applicable.

7.8.5 If a dispute arises with any other Person about whether that Person should be given access to the documents, the Contractor, Subcontractor, or Material Supplier as applicable, shall indemnify the Contracting Authority and Owner against all costs, expenses, and damages, including but not limited to attorneys' fees, incurred or paid by reason of that dispute.

7.8.6 The right of inspection, audit, and reproduction extends to all documents necessary to permit adequate evaluation of the cost of pricing data submitted along with the computations and projections used therein.

7.8.7 If the Contract has been terminated, in whole or in part, the records relating to the Work terminated shall be made available to the Contracting Authority or Owner for a period of 6 years from the date of any applicable final settlement or payment, as applicable.

7.8.8 Records that relate to disputes, litigation, or settlement of Claims arising out of the performance of the Work shall be made available until the dispute, litigation or claims have been finally decided or settled.

ARTICLE 8 - DISPUTE RESOLUTION

8.1 Initiation of a Claim

8.1.1 Every Claim shall accrue upon the date of occurrence of the event giving rise to the Claim.

8.1.2 Except as provided under **Section 1.10**, the Contractor shall initiate every Claim by giving written notice of the Claim to the Contracting Authority within 10 days after occurrence of the event giving rise to the Claim, with the following exceptions:

8.1.2.1 The 10 day time limit on a Claim arising from a determination of the Contracting Authority concerning an amendment begins to run on the date that the Contracting Authority issues its determination.

8.1.2.2 The 10 day time limit on a Claim arising from the response of the Contracting Authority to a RFI begins to run on the date that the Contracting Authority issues the Contracting Authority's response to the RFI.

8.1.2.3 The 10 day time limit on a Claim arising from the Contracting Authority's determination concerning a Differing Site Condition begins to run on the date that the Contracting Authority issues the Contracting Authority's determination under **Section 7.5**.

8.1.3 The Contractor's written notice of a Claim shall provide the following information to permit timely and appropriate evaluation of the Claim, determination of responsibility, and opportunity for mitigation: **(1)** nature and anticipated amount of the impact, including all costs for any interference, disruption, hindrance, or delay, which shall be calculated in accordance with **Section 7.6** and be a fair and reasonably accurate assessment of the damages suffered or anticipated by the Contractor; **(2)** identification of the circumstances responsible for causing the impact, including, but not limited to, the date or anticipated date, of the commencement of any interference, disruption, hindrance, or delay; **(3)** identification of activities on the Construction Progress Schedule that will be affected by the impact or new activities that may be created and the relationship with existing activities; **(4)** anticipated impacts and anticipated duration of any interference, disruption, hindrance, delay, or impact, and any remobilization period; and **(5)** recommended action to avoid or minimize any interference, disruption, hindrance, delay, or impact.

8.1.4 The Contracting Authority shall respond to the written notice of the Claim within a reasonable time of receipt.

8.2 Substantiation of Claims

8.2.1 Within 30 days after the initiation of a Claim, the Contractor shall submit 3 copies of all information and statements required to substantiate a Claim as provided in this **Article 8** and all other information that the Contractor believes substantiates the Claim. The Contractor shall file the 3 copies by delivery of 2 copies to the Contracting Authority and 1 copy to the Owner.

8.2.2 The Contractor shall substantiate all of its Claims by providing the following minimum information: **(1)** a narrative of the circumstances, which gave rise to the Claim, including, without limitation, the start date of the event or events and the actual, or anticipated, finish date; **(2)** detailed identification of the Work (e.g., activity codes from the Construction Progress Schedule) affected by the event giving rise to the Claim; **(3)** copies of the Contractor's daily log (**Section 6.2.12**) for each day of impact; **(4)** copies of relevant correspondence and other information regarding or supporting Contractor entitlement; **(5)** copies of the Contractor's most recent income statement, including segregated general and administrative expenses for the most recent reporting period, and for the period of the Contract, if available, and similar information for any Subcontractor claim included; and **(6)** the notarized certification described under **Section 8.5.1**.

8.2.3 The Contractor's failure to comply with the requirements of this **Section 8.2** shall constitute an irrevocable waiver of any related Claim.

8.3 Substantiation of Claims for Increase of the Contract Sum and Associated Adjustment to the Guaranteed Savings

8.3.1 The Contractor shall substantiate each Claim for an increase of the Contract Sum and associated adjustment to the Guaranteed Savings with:

8.3.1.1 written documentation as described under **Section 7.6** of the actual additional direct and indirect costs to the Contractor due to the event giving rise to the Claim;

8.3.1.2 a written statement from the Contractor that the increase requested is the entire increase in the Contract Sum associated with the Claim;

8.3.1.3 a written statement from the Contractor that the requested adjustment to the Guaranteed Savings is the entire adjustment to the Guaranteed Savings associated with the Claim; and

8.3.1.4 the general substantiation documentation described under **Section 8.2**.

8.3.2 The Contractor's failure to comply with the requirements of this **Section 8.3** shall constitute an irrevocable waiver of any related Claim.

8.4 Substantiation of Claims for Extension of the Contract Time

8.4.1 The Contractor shall substantiate each Claim for an extension of the Contract Time with:

8.4.1.1 written documentation as described under **Section 7.7** of the actual delay to the critical path of the Construction Schedule due to the event giving rise to the Claim;

8.4.1.2 a detailed written Proposal as described under **Section 7.6** for an increase in the Contract Sum that would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay together with a statement consistent with **Section 8.3.1.2**;

8.4.1.3 a written statement from the Contractor that the extension requested is the entire extension of the Contract Time associated with the Claim; and

8.4.1.4 the general substantiating documentation described under **Section 8.2**.

8.4.2 In addition to the requirements of **Section 8.4.1**, if adverse weather conditions are the basis for a Claim for additional time, the Contractor shall document the Claim with data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on a critical element of the scheduled construction. The support for and evaluation of all adverse weather Claims shall be based upon average weather conditions during the 5 years immediately preceding the dates at issue in the Claim as those weather conditions were recorded at the government-controlled weather-recording facility nearest to the Site.

8.4.3 The Contractor's failure to comply with the requirements of this **Section 8.4** shall constitute an irrevocable waiver of any related Claim.

8.5 Certification of the Claim

8.5.1 The Contractor shall certify each Claim within 30 days after initiating the Claim under **Section 8.1** or before Contract Completion, whichever is earlier, by providing the notarized certification specified in this **Section 8.5.1**, signed and dated by the Contractor: "The undersigned Contractor certifies that the Claim is made in good faith; that the supporting data is accurate and complete to the best of the Contractor's knowledge and belief; that the amount requested is a fair, reasonable, and necessary adjustment for which the Contractor believes the State is liable; and that the undersigned is duly authorized to certify the Claim on behalf of the Contractor."

8.5.2 The date that the Contractor's certified and fully substantiated Claim is received by the Contracting Authority, or the date that the Contractor is required to certify and fully substantiate a Claim pursuant to **Section 8.2.1** and **8.5.1**, shall trigger the 120 day period for exhaustion of administrative remedies.

8.6 Delay and Delay Damage Limitations; Derivative Claims

8.6.1 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum, adjustment to the Guaranteed Savings, or an extension of the Contract Time: on account of the impact of any normal adverse weather on any of the Work or on account of the impact of any abnormal adverse weather on Work not on the critical path; to the extent that a delay occurs concurrently with a delay attributable to the Contractor; or on account of the delay of any Work not on the critical path.

8.6.2 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum, adjustment to the Guaranteed Savings, or any type of damages on account of a delay

in the commencement or progress of Work on the critical path unless **(1)** the delay is caused by the Owner or a Person for whom the Owner is legally responsible and **(2)** the delay was not authorized or permitted under the Contract.

8.6.3 Derivative Claims. Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum, adjustment to the Guaranteed Savings, or any type of damages arising from a delay in the commencement or progress of any of the Work caused by the occurrence or non-occurrence of an event beyond the Owner's control such as acts of Nature or the public enemy, acts of the government, fires, floods, epidemics, labor disputes, unusual delivery delays, weather, or damages caused by the Contractor or a Person for whom the Contractor is legally responsible.

8.7 Liquidated Damages

8.7.1 If the Contractor fails to achieve the Contract Time, it would be difficult, if not impossible, to determine the Owner's resulting damages. Therefore, if the Contractor fails to achieve the Contract Time set forth in the Contract Documents, the Contractor shall pay to or credit the Owner the associated Liquidated Damages per day sum determined according to the following schedule for each day that the Contractor fails to achieve the Contract Time.

Contract Sum	Liquidated Damages per day
Less than $1,000,000	$500
From $1,000,000.01 to $2,000,000	$1,000
From $2,000,000.01 to $5,000,000	$2,000
From $5,000,000.01 to $10,000,000	$5,000
More than $10,000,000	$7,500

8.7.1 The Liquidated Damages described in this **Section 8.7** are only intended to compensate the Owner for the direct damages it incurs as a result of the Contractor's failure to achieve the Contract Time.

8.7.1 The Liquidated Damages described in this **Section 8.7** are not intended to compensate the Owner for any damages the Owner incurs on account of **(1)** any claims attributable to the Contractor that are brought by others including Separate Consultants and Separate Contractors or **(2)** any failure of the Contractor to timely, properly, and completely perform the Contract other than the failure to achieve the Contract Time.

8.7.2 The parties acknowledge that the above-listed Liquidated Damages per day sums are not penalties, and they each irrevocably waive the right (if any) to challenge the validity and enforceability of those Liquidated Damages per day sums. Notwithstanding any other provision of the Contract Documents to the contrary, if a court determines that the Liquidated Damages per-day sum(s) or their application are void and unenforceable, the Owner shall be entitled to recover the actual damages that it incurs on account of the Contractor's failure to achieve the Contract Time.

8.7.3 In addition to other rights that the Owner may have relative to the Liquidated Damages, the Owner may deduct the Liquidated Damages from the Contract Sum as the damages accrue. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

8.8 Mutual Waiver of Consequential Damages

8.8.1 Except as provided under **Section 8.8.2**, the Owner and Contractor each waive against the other all Claims for consequential damages that may arise out of or relate to this Contract.

8.8.1.1 The Owner's waiver includes Claims for loss of use, income, profit, revenue, financing, cost of capital, business and reputation, management and employee productivity, and consequential damages arising from termination of the Contract or related to insolvency.

8.8.1.2 The Contractor's waiver includes Claims for unabsorbed home-office overhead; any other form of overhead in excess of that specifically provided for under **Section 7.6**; delay damages except as otherwise specifically provided for in **Section 8.6**; increased cost of funds for the Project; lost opportunity to work on other projects; losses of financing, business, and reputation; loss of profit except anticipated profit arising directly from properly performed Work; loss of bonding capacity; and consequential damages arising from termination of the Contract or related to insolvency.

8.8.2 Notwithstanding **Section 8.8.1**, this **Section 8.8**:

8.8.2.1 does not apply to any damages that would be covered by insurance provided in connection with the Project if the Contract did not include **Section 8.8.1**;

8.8.2.2 does not apply to the Contractor's indemnity obligations for third-party claims against the Indemnified Parties even if those claims are for damages that **Section 8.8.1** would otherwise preclude;

8.8.2.3 does not preclude the Owner's recovery of Liquidated Damages under **Section 8.7**; and

8.8.2.4 does not apply to Claims for damages arising from the Owner's or the Contractor's gross negligence or willful misconduct.

8.8.3 This **Section 8.8** shall survive termination of the Contract.

8.9 Claim Decision

8.9.1 The Project Manager shall review the Contractor's Claim and approve or deny all or any part of it, and forward a written decision to the Contractor, Owner, and Commission within 30 days after receiving the Contractor's substantiated and certified Claim.

8.9.2 If the Contractor and Owner agree with the Project Manager's decision, the decision shall be incorporated into an amendment.

8.9.3 Any Claim remaining unresolved after completion of the process described under this **Section 8.9** shall be subject to Claim decision review as described under **Section 8.10**.

8.10 Claim Decision Review

8.10.1 The Contractor may request review of the Project Manager's decision by written notice delivered to the Executive Director of the Commission by certified mail within 14 days of the Project Manager's decision.

8.10.2 The Commission shall schedule and conduct a meeting within 30 days after receiving the Contractor's request for review.

8.10.3 The Commission shall determine the final disposition of the Contractor's request for review and provide a written decision to the Contractor and Owner within 14 days after the meeting.

8.10.4 The decision of the Commission is the final administrative decision of the Contracting Authority.

8.10.5 If the Contractor and Owner agree with the Commission's decision, the decision shall be incorporated into an amendment.

8.10.6 Any Claim remaining unresolved after completion of the process described under this **Section 8.10** shall be subject to litigation, which may be preceded by Alternative Dispute Resolution ("ADR") as described under **Section 8.12**.

8.11 Delegation

8.11.1 No provision of this **Article 8** shall prevent the Executive Director from delegating the duties or authorities of the Commission to any other person selected at the Executive Director's sole discretion.

8.12 Alternative Dispute Resolution

8.12.1 The intent of the ADR process is to resolve disputes quickly and equitably in a manner agreed upon by all parties to the dispute.

8.12.2 The ADR procedure shall be accepted by all of the Project's key stakeholders.

8.12.3 The accepted ADR methods shall not include binding arbitration; alter any of the requirements for Claim initiation, certification, and substantiation; or alter the administrative process described under this **Article 8**.

8.13 Audit of the Claim

8.13.1 All Claims shall be subject to audit at any time following filing of the Claim, whether or not the Claim is part of a lawsuit.

8.13.2 The audit may be performed by employees of the Contracting Authority or by a consultant engaged by the Contracting Authority.

8.13.3 The audit may begin upon 10-days' notice to the affected Contractor or affected Subcontractor.

8.13.4 The Contractor shall cooperate with the request.

8.13.5 Failure of the Contractor or Subcontractor to produce sufficient records to allow the Contracting Authority to audit and verify a Claim shall constitute an irrevocable waiver of the Claim or portion of the Claim that could not be completely audited.

8.13.6 The Contractor shall make available to the Contracting Authority all Contractor and Subcontractor documents related to the Claim including, without limitation, the following documents:

8.13.6.1 daily time sheets and superintendent's daily reports;

8.13.6.2 union agreements, if any, and employer agreements;

8.13.6.3 insurance, welfare, fringes, and benefits records;

8.13.6.4 payroll register;

8.13.6.5 earnings records;

8.13.6.6 payroll tax returns;

8.13.6.7 material invoices, purchase orders, Subcontracts, and all material and supply acquisition contracts;

8.13.6.8 material cost distribution worksheets;

8.13.6.9 equipment records (list of Contractor equipment, rates, etc.);

8.13.6.10 vendor rental agreements and Subcontractor invoices;

8.13.6.11 subcontractor payment certificates;

8.13.6.12 canceled checks (payroll and vendors);

8.13.6.13 job cost report;

8.13.6.14 job payroll ledger;

8.13.6.15 general ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;

8.13.6.16 cash disbursements journal;

8.13.6.17 financial statements for all years reflecting operations on the Project;

8.13.6.18 income tax returns for all years reflecting operations on the Project;

8.13.6.19 depreciation records on all equipment utilized whether the records are maintained by the Contractor, its accountant, or others;

8.13.6.20 if a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all other source documents;

8.13.6.21 all documents that reflect the Contractor's actual profit and overhead during the years the Project was being performed;

8.13.6.22 all documents related to the preparation of the Proposal, including the final calculations on which the Proposal was based;

8.13.6.23 all documents that relate to the Claim together with all documents that support the amount of damages as to the Claim;

8.13.6.24 worksheets used to prepare the Claim establishing the cost components for items of the Claim including, but not limited to, labor, fringes, benefits and insurance, materials, equipment, Subcontractors, and all documents that establish the periods of time, individuals involved, the hours and rate of pay for the individuals; and

8.13.6.25 all other documents required by the Contracting Authority to reasonably review the Claim.

8.14 False Certification of the Claim

8.14.1 If the Contractor falsely certifies all, or any part, of a Claim, the portion of the Claim falsely certified shall be denied, and may be sufficient cause for the State to debar the Contractor from future State contracting opportunities as permitted by law.

8.15 Performance and Payment

8.15.1 The Contractor shall proceed with the Work during any dispute resolution process, unless otherwise agreed by the Contractor and the Contracting Authority in writing.

8.15.2 The Contracting Authority shall continue to make payment of any undisputed amounts in accordance with the Contract Documents pending final resolution of a Claim, unless otherwise agreed by the Contractor and Contracting Authority in writing.

ARTICLE 9 - COMPENSATION AND PAYMENT

9.1 Schedule of Values

9.1.1 Within 10 days after receipt of the Notice to Proceed, or other period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall prepare the Schedule of Values on a form published by the Commission, with separate amounts shown for labor and materials for each branch of Work.

9.1.1.1 The Contractor shall clearly indicate on the Schedule of Values, the amount(s) allocated for each EDGE-certified Business used in the performance of the Work. The amount(s) shall indicate labor and materials, as appropriate.

9.1.2 The grand total shown on the Schedule of Values shall equal the total Contract Sum. The Contracting Authority may use the approved Schedule of Values to determine the cost or credit to the Owner resulting from any change in the Work.

9.1.3 The first items shall be actual costs of the Performance Bond, Payment Bond, Guarantee Bond, insurance, permits, and tests required for the Project, and the Contractor's proposed overhead and profit.

9.1.4 The amounts for labor and materials shall accurately reflect the cost for each item.

9.1.5 Subcontract Work shall show amounts for labor and materials. Fringe benefits shall be shown as a part of labor costs.

9.1.6 When more than one major structure is included in the Work, the Contractor shall subdivide the Schedule of Values accordingly, with cost details for each structure shown separately.

9.1.7 The line items shall be coordinated with line items in the Project Schedule, which may require division of items of Work by area of the Project by floor, phase, or other appropriate area.

9.1.8 Mechanical and Electrical contractors shall include separate line items for all major pieces of equipment, and group smaller equipment items by type.

9.1.9 Line items shall be included for Punch List Work, Project Record Document Submittals, delivery of attic stock, and specified demonstrations and training.

9.1.10 The Contracting Authority may return the Schedule of Values to the Contractor for re-submittal if it does not meet the requirements or contains insufficient items or details of the Work, or approve the Schedule of Values if the Contracting Authority determines that it conforms to this **Section 9.1**.

9.1.11 No payment shall be made until the Contracting Authority has approved the Contractor's Schedule of Values.

9.1.12 If the Project is administered using the State's web-based project management software, the Contractor shall submit its Schedule of Values, using the "Contract Schedule of Values" business process.

9.2 Contractor Payment Request

9.2.1 The Contractor may submit a Contractor Payment Request for Work performed based upon the Schedule of Values to the Contracting Authority each month or upon another interval approved by the Contracting Authority.

9.2.2 The Contractor shall support each Contractor Payment Request with documentation substantiating the Contractor's right to payment. The Contractor shall supply additional documentation as the Engineer may request in connection with each payment to the Contractor.

9.2.3 The Contracting Authority may require proof of the renewal of required insurance as a condition precedent to payment.

9.2.4 The Contractor shall attach certified payroll reports for the relevant period to 1 copy of each Contractor Payment Request.

9.2.5 The Contractor may list on the Contractor Payment Request any amendments approved and performed prior to submission of the Contractor Payment Request.

9.2.6 The Contractor shall submit its Contractor Payment Request using the Contractor Payment Request form or forms current at the time of each application and as provided by the Contracting Authority in the manner prescribed by the Contracting Authority.

9.2.7 The Contractor shall clearly indicate on the Contractor Payment Request, the amount(s) requested for each EDGE-certified Business used in the performance of the Contract. The amount(s) shall indicate labor and materials, as appropriate.

9.2.8 Payments shall be made to the Contractor only for the authorized actual quantities of Work performed or materials furnished in accordance with the Contract Documents.

9.2.9 Subject to **Section 9.3**, the escrow agent shall pay an approved Contractor Payment Request after the Contracting Authority approves the Contractor Payment Request.

9.2.10 Notwithstanding any other provision of the Contract Documents, partial payments made pursuant to this **Section 9.2** constitutes neither acceptance of any Defective Work, nor a waiver of any rights set forth in the Contract Documents or otherwise provided by Applicable Law.

9.2.11 The Contracting Authority and Owner may audit Contractor Payment Requests as described under **Section 7.8**.

9.3 Payments Withheld

9.3.1 The Contracting Authority may withhold its approval of any Contractor Payment Request or part thereof, or nullify any previous Contractor Payment Request, in whole or in part, to the extent necessary in the Contracting Authority's sole opinion to protect the Owner from loss because of: **(1)** Defective Work not remedied; **(2)** damage caused by the Contractor; **(3)** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; **(4)** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover damages under the Contract Documents for the anticipated delay; **(5)** failure to comply with Applicable Law including, but not limited to, the requirements of ORC Chapter 4115; **(6)** failure to timely submit EDGE Participation Reports in accordance with **Section 1.8.2**; **(7)** failure to timely identify the Contractor's proposed Subcontractors in accordance with **Section 4.1.1**; **(8)** failure to carry out the Work in accordance with the Contract Documents; or **(9)** that which is permitted under other provisions of the Contract Documents.

9.4 Final Contractor Payment Request

9.4.1 The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and to final payment, shall complete all requirements of the Contract Documents.

9.4.1.1 The Contractor and each of its Subcontractors, regardless of tier, shall execute a Payment Release Affidavit to certify that the Contractor and each of its Subcontractors, regardless of tier, have complied with all requirements of ORC Chapter 4115, and to certify that all of its Subcontractors have been paid in full for all Work performed or materials furnished for the Project.

9.4.2 The escrow agent shall pay the final Contractor Payment Request after the Contracting Authority approves the final Contractor Payment Request.

9.4.3 Acceptance of final payment by the Contractor or a Subcontractor constitutes the payee's waiver of all claims against the State except those previously made in writing under **Article 8** and identified by that payee as unsettled at the time of the final Contractor Payment Request.

ARTICLE 10 - BONDS, INSURANCE, AND INDEMNIFICATION

10.1 Performance and Payment Bonds

10.1.1 Before signing the **Performance Contract Form**, the Contractor shall provide the Performance Bond and Payment Bond required under Applicable Law and below:

10.1.1.1 The Performance Bond shall be in the form of **Document 00 61 13.13 - Performance Bond Form**.

10.1.1.2 The Payment Bond shall be in the form of **Document 00 61 13.16 - Payment Bond Form**.

10.1.1.3 Each Surety under the Bonds shall be licensed to do business in Ohio and satisfactory to the Contracting Authority.

10.1.1.4 If there is more than one Surety under the Bonds, each of them shall be jointly and severally liable as surety under that Bond.

10.1.1.5 The penal sum of each of the Bonds, when initially submitted, shall be equal to one-hundred percent of the Contract Sum.

10.1.2 The Contractor shall submit with each executed Bond **(1)** a certified copy of the authority to act (power of attorney) of the agent signing the Bond on behalf of the Surety and **(2)** a current and signed Certificate of Compliance under ORC Section 9.311 issued by the Ohio Department of Insurance showing the Surety is licensed to do business in Ohio.

10.1.3 If the Contract Sum increases at any time such that it exceeds the penal sum of the Bonds, the Contractor shall cause the penal sum of each Bond to be increased such that the penal sum equals one-hundred percent of the increased Contract Sum.

10.1.4 Any time the Contractor increases the penal sum of the Bonds under **Section 10.1.3**, the Contractor shall deliver to the Contracting Authority written consent of the affected Surety or Sureties confirming the increased penal sum. The Contracting Authority's receipt of that written consent is a condition precedent to the Owner's obligation to pay the Contractor for any portion of the Work associated with the increase.

10.1.5 If notice of any change affecting the Contract is required by any Surety or by the provision of any Bond, the Contractor shall provide that notice.

10.2 Contractor's General Insurance Requirements

10.2.1 Throughout the performance of the Work or longer as may be described below, the Contractor shall obtain, pay for, and keep in force, the minimum insurance coverage described in this **Article 10**.

10.2.1.1 Each requirement of this **Article 10** applies to Subcontractors just as it applies to the Contractor.

10.2.1.2 If a Subcontractor's usual insurance coverage does not meet the minimum coverage requirements, before entering into an agreement with that Subcontractor, the Contractor shall submit to the Contracting Authority **(1)** a certificate of insurance evidencing the insurance the Subcontractor will carry without additional compensation and **(2)** if the Contracting Authority requests, a written proposal from the Subcontractor to provide coverage that meets the minimum coverage requirements. The Contracting Authority will decide whether to accept the non-conforming insurance coverage or the proposal to provide conforming coverage.

10.2.1.3 On a case-by-case basis, the Contracting Authority and Contractor may agree to adjust the below requirements for any particular Subcontractor.

10.2.2 Before starting the Work on the Site, upon renewal of any policy, and upon a change of any insurance carrier, the Contractor shall deliver to the Contracting Authority certificates evidencing that the required insurance is in force.

10.2.3 With the exception of government-controlled workers compensation coverage: **(1)** the Contractor shall place the insurance with companies that **(a)** are satisfactory to the Contracting Authority, **(b)** hold an A.M. Best Rating of A-, X, or higher, and **(c)** are authorized to conduct business in Ohio; **(2)** the policies shall be endorsed to require the Contractor's insurance carrier to **(a)** provide 30-days' written notice to the Contracting Authority (as certificate holder) of the cancellation or non-renewal of the insurance and **(b)** provide at least 10-days' written notice to the Contracting Authority (as certificate holder) of the cancellation of the insurance for non-payment of premium; and **(3)** within 30 days of the Contracting Authority's request, the Contractor shall submit insurance-company certified copies of the policies, the policy endorsements, loss-run reports, or all three.

10.2.4 The Contractor shall pay all deductibles, or self-insured retentions, or both contained in the Contractor's policies of insurance required or provided in connection with the Project. The Contracting Authority reserves the right to approve or reject all levels of self-insured retention, captive insurance programs, or other alternative risk financing the Contractor may use to comply with any insurance requirement.

10.2.5 The Contractor shall pay a proportionate share of the deductibles, or self-insured retentions, or both contained in any insurance policy the Contracting Authority purchases for the Project. The Contractor's proportionate share will derive from the percentage of the associated claim or loss attributable to the alleged or actual negligence of the Contractor or a Subcontractor.

10.2.6 The Contracting Authority and Owner do not represent that required coverage or limits are adequate to protect the Contractor.

10.2.7 Failure of the Contracting Authority to demand a certificate or other evidence of full compliance with the insurance requirements or failure of Contracting Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain the required insurance.

10.2.8 The Contracting Authority may terminate the Contract for cause on account of the Contractor's failure to maintain required insurance.

10.3 Contractor's Minimum Coverage Requirements

10.3.1 Workers Compensation. The Contractor shall maintain workers compensation coverage meeting the requirements of Applicable Law.

10.3.2 Employers Liability Coverage. The Contractor shall maintain employers liability coverage with **(1)** an each-accident limit of not less than $1,000,000, **(2)** a disease each-employee limit of not less than $1,000,000, and **(3)** a disease policy limit of not less than $1,000,000.

10.3.3 Commercial General Liability. The Contractor shall maintain commercial general liability ("CGL") coverage that provides **(1)** an each-occurrence limit of not less than $1,000,000, **(2)** a general-aggregate limit of not less than $2,000,000, and **(3)** a products and completed-operations aggregate limit of not less than $2,000,000.

10.3.3.1 The CGL insurance shall be written on ISO occurrence form CG 00 01 10 01 or a substitute form, providing at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed-operations, personal and advertising injury, and liability assumed under an insured contract.

10.3.3.2 The Contractor shall include the State, Contracting Authority, and Owner as additional insureds under the CGL policy using ISO endorsement CG 20 10 07 04 and ISO endorsement CG 20 37 07 04 or a substitute form(s) providing equivalent coverage.

10.3.3.3 The CGL policy shall be endorsed using ISO endorsement CG 25 03 or a substitute form providing equivalent coverage to provide that the general aggregate limit applies separately to each of the insured's projects.

10.3.3.4 The CGL insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs that cover the additional insured(s).

10.3.3.5 The CGL policy shall not exclude coverage to the additional insured(s) for bodily injury or property damage arising out of the products/completed-operations hazard.

10.3.3.6 The Contractor shall maintain the CGL insurance in effect for no less than 5 years after the earlier of termination of the Contract or Substantial Completion of all Work.

10.3.4 Business Automobile Liability. The Contractor shall maintain business automobile ("BA") coverage written on ISO form CA 00 01 10 01 or a substitute form, providing at least equivalent coverage with a limit of not less than $1,000,000 each accident.

10.3.4.1 The coverage shall extend to any auto.

10.3.4.2 The Contractor shall include the State, Contracting Authority, and Owner as additional insureds under the BA policy.

10.3.5 Umbrella/Excess Liability. The Contractor may employ an umbrella/excess liability policy to achieve the above-required minimum coverage.

10.3.6 Professional Liability—Contractor. The Contractor shall maintain professional liability insurance without design-build exclusions with a per-claim limit of not less than $1,000,000 and an annual aggregate limit of not less than $2,000,000.

10.3.6.1 The professional liability policy shall have an effective date on or before the date that the Contractor first started to provide any Project-related services.

10.3.6.2 Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise the Contracting Authority in writing of any actual or alleged claims that may erode the Contractor's professional liability policy's limits.

10.3.6.3 The Contractor shall maintain the professional liability insurance in effect for no less than 5 years after the earlier of termination of the Contract or Substantial Completion of all Work.

10.3.6.4 If the Contractor is not authorized under Applicable Law to directly provide professional design services, the Contractor may satisfy the requirements of this **Section 10.3.6** by providing a contractor's professional liability insurance policy.

10.3.7 Professional Liability—Consultants. Each Consultant which provides professional design services shall maintain professional liability insurance without design-build exclusions with a per-claim limit of not less than $1,000,000 and an annual aggregate limit of not less than $2,000,000.

10.3.7.1 The professional liability policy shall have an effective date on or before the date that the Consultant first started to provide any Project-related services.

10.3.7.2 Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise the Contracting Authority in writing of any actual or alleged claims that may erode the Consultant's professional liability policy's limits.

10.3.7.3 The Consultant shall maintain the professional liability insurance in effect for no less than 5 years after the earlier of termination of the Contract or Substantial Completion of all Work.

10.3.7.4 If the Consultant is not authorized under Applicable Law to directly provide professional design services, the Consultant may satisfy the requirements of this **Section 10.3.7** by providing a contractor's professional liability insurance policy.

10.3.8 Professional Liability—Subcontractors. If the Work to be performed by a Subcontractor includes any professional design services (including without limitation sprinkler and/or fire protection and other design-build work) the Subcontractor shall maintain professional liability insurance without design-build exclusions with a per-claim limit of not less than $1,000,000 and an annual aggregate limit of not less than $2,000,000.

10.3.8.1 The professional liability policy shall have an effective date on or before the date that the Subcontractor first started to provide any Project-related services.

10.3.8.2 Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise the Contracting Authority in writing of any actual or alleged claims that may erode the Subcontractor's professional liability policy's limits.

10.3.8.3 The Subcontractor shall maintain the professional liability insurance in effect for no less than 5 years after the earlier of termination of the Contract or Substantial Completion of all Work.

10.3.8.4 If the Subcontractor is not authorized under Applicable Law to directly provide professional design services, the Subcontractor may satisfy the requirements of this **Section 10.3.8** by providing a contractor's professional liability insurance policy.

10.3.9 Equipment Coverage. The Contracting Authority and Owner will not insure or be liable for damage to any Contractor or Subcontractor owned, leased, rented, or borrowed tools, equipment, or vehicles. The Contractor and Subcontractors are solely responsible for maintaining all insurance necessary to cover their tools, equipment, and vehicles.

10.4 Builder's Risk Insurance

10.4.1 The Contractor shall provide and maintain, during the progress of the Work and until Contract Completion, a builder's risk, builder's risk-renovations, or installation floater insurance policy to cover all Work in the course of construction including materials used in the construction process, stored on or off-site, or while in transit. This insurance shall be on a special cause of loss form that provides coverage on an open perils basis insuring against the direct physical loss of, or damage to, covered property including, but not limited to, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, flood, collapse, water damage, and hot and cold testing. This insurance shall be written on a replacement cost basis and shall also include debris removal, and/or demolition occasioned by enforcement of Applicable Law.

10.4.1.1 The amount of coverage shall be not less than the total completed value of the Project, including the value of permanent fixtures and decorations, with a deductible of not more than $25,000 per occurrence. Any deductible over the amount specified shall be authorized in writing by the Owner and Contracting Authority.

10.4.1.2 Coverage shall include a provision to pay the reasonable extra costs of acceleration and expediting temporary and permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and the extra cost of "express" or other means for rapidly transporting materials and supplies necessary to the repair or replacement.

10.4.1.3 Coverage shall include "soft cost endorsement" including, but not limited to, reasonable Contractor extension or acceleration costs.

10.4.1.4 Coverage shall include material in transit or stored off-site and identified for the Project.

10.4.1.5 Coverage shall waive all rights between the Owner, Contracting Authority, Contractor, and Subcontractors at any tier, for damages caused by fire or any other perils to the extent of actual recovery of any insurance proceeds under the policy.

10.4.1.6 Coverage shall include appropriate sub-limits for installation coverage.

10.4.1.7 Coverage shall include provisions for mechanical or electrical breakdown, or boiler system testing.

10.4.1.8 Coverage shall include temporary structures and scaffolding, along with collapse coverage.

10.4.1.9 Coverage shall be primary to all other applicable insurance.

10.4.1.10 The builder's risk policy shall specifically permit and allow for Partial Occupancy by the Owner prior to Contract Completion and coverage shall remain in effect until all punch list items are completed.

10.4.1.11 The Contractor's tools and equipment shall not be covered under the builder's risk policy. It is the Contractor's sole responsibility to maintain such coverage, which shall be included in its overhead and not included as a separate item in the Contractor's Schedule of Values.

10.5 Waivers of Subrogation

10.5.1 To the fullest extent permitted by Applicable Law, the Contractor waives all rights against the Owner, Contracting Authority, and their agents and employees for damages to the extent covered by any insurance, except rights to the proceeds of that insurance. All policies shall accomplish the waiver of subrogation by endorsement or otherwise.

10.5.2 The Owner, Contracting Authority, and Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance, inland marine insurance, or builder's risk insurance applicable to the Work.

10.6 Indemnification for Injury or Damage

10.6.1 Liability Other than Professional Liability. To the fullest extent permitted by Applicable Law and with respect to liability other than professional liability claims, the Contractor shall indemnify, defend, and hold harmless the Indemnified Parties from and against all claims, costs, damages, losses, fines, penalties, and expenses (including but not limited to all fees and charges of attorneys and other professionals and all court, arbitration, or other dispute-resolution costs) arising out of or in connection with the Project, provided that any such claim, cost, damage, loss, fine, penalty, or expense is attributable to: **(1)** bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent acts, errors, or omissions of the Contractor or a person or entity for whom the Contractor may be liable; **(2)** infringement of patent rights or copyrights by the Contractor or a person or entity for whom the Contractor may be liable; or **(3)** a violation of Applicable Law but only to the extent attributable to the Contractor or a person or entity for whom the Contractor may be liable.

10.6.2 Professional Liability. To the fullest extent permitted by Applicable Law and with respect to professional liability claims, the Contractor shall indemnify and hold harmless the State, Contracting Authority, Owner, and their respective officers, officials, and employees from and against all claims, costs, damages, losses, fines, penalties, and expenses (including but not limited to all fees and charges of attorneys and other professionals and all court, arbitration, or other dispute-resolution costs) arising out of or in connection with **(1)** the failure of the Contractor or Person for whom the Contractor is legally liable to comply with the standard of care described under **Section 1.12.1**; and **(2)** infringement of patent rights or copyrights by the DB or a Person for whom the DB may be liable.

10.6.3 The Contractor's indemnification obligation under **Section 10.6** exists regardless of whether or not and the extent to which the claim, damage, loss, fine, penalty, or expense is caused in part by a party indemnified under **Section 10.6**. But nothing in **Section 10.6** obligates the Contractor to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence.

10.6.3.1 The Contractor's obligations under **Section 10.6** shall not extend to the liability of the Criteria Engineer, the Criteria Engineer's consultants, agents, representatives, or employees for negligent preparation or approval of Drawings, Specifications, amendments, opinions, and any other responsibility of the Criteria Engineer, except to the extent covered by the Contractor's insurance.

10.6.4 In claims against an Indemnified Party by any direct or indirect employee (or the survivor or personal representative of that employee) of the Contractor or a person or entity for whom the Contractor may be liable, the indemnification obligation under **Section 10.6** will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

10.6.5 The Contractor's indemnification obligation under **Section 10.6** will not be limited by any insurance policy provided or required in connection with the Project.

10.6.6 The Contractor's obligations under **Section 10.6** shall not negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to an Indemnified Party.

10.6.7 The Contractor's indemnification obligation under **Section 10.6** will survive termination of the Contract and Contract Completion.

10.6.8 The Contracting Authority may deduct from the Contract Sum the claims, damages, losses, fines, penalties, and expenses for which the Contractor is liable under **Section 10.6**. If those claims, damages, losses, fines, penalties, and expenses exceed the unpaid balance of the Contract Sum, the Contractor shall immediately pay the difference to the Owner.

ARTICLE 11 - SUSPENSION AND TERMINATION

11.1 Suspension of the Work

11.1.1 The Contracting Authority, without cause and without prejudice to any other right or remedy it may have, may order the Contractor in writing to suspend, delay, or interrupt performance of the Work in whole or in part for such period as the Contracting Authority may determine.

11.1.1.1 If the Contracting Authority suspends the Work under this **Section 11.1.1** and the Contractor complies with Article 8, the Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by the suspension, delay, or interruption. The adjustment of the Contract Sum, however, shall not include profit.

11.1.1.2 Notwithstanding the foregoing, no adjustment shall be made to the Contract Sum or Contract Time to the extent that: **(1)** performance was, or could have been, suspended, delayed, or interrupted by a cause for which the Contractor is responsible; or **(2)** an equitable adjustment is made or denied under another provision of the Contract.

11.1.1.3 If the Contracting Authority suspends the Work under this **Section 11.1.1** and the Contractor submits a proper Contractor Payment Request, subject to all other provisions of the Contract Documents, the Contractor shall be entitled to payment of compensation due under the Contract Documents for Work performed before the suspension based upon the Schedule of Values.

11.1.2 Upon receipt of notice of suspension under this **Section 11.1**, the Contractor shall cease Work on the suspended activities and take all necessary or appropriate steps to limit disbursements and minimize respective costs. The Contractor shall furnish a report to the Contracting Authority, within 5 days of receiving the notice of suspension, describing the status of the Work, including, but not limited to, results accomplished, resulting conclusions, and other information as the Contracting Authority may require.

11.1.3 The Contracting Authority's right to stop the Work shall not give rise to any duty to exercise the right for the benefit of the Contractor or any other party, and the Contracting Authority's exercise or failure to exercise the right shall not prejudice any of the Contracting Authority's other rights.

11.2 Termination for Convenience

11.2.1 The Contracting Authority may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause, at any time upon 10 days' written notice to the Contractor.

11.2.2 Upon receipt of the notice of termination for convenience, the Contractor shall immediately proceed with performance of the following duties in accordance with instructions from the Contracting Authority: **(1)** cease operation as specified in the notice; **(2)** place no further orders and enter into no further subcontracts for materials, labor, services, or facilities, except as necessary to complete continued portions of the Project; **(3)** terminate all subcontracts and orders to the extent they relate to the Work terminated; **(4)** proceed with Work not terminated; and **(5)** take actions that may be necessary, or that the Contracting Authority may direct, for the protection and preservation of the terminated Work.

11.2.3 Upon termination, the Contracting Authority shall pay the Contractor in accordance with the Schedule of Values for Work completed, and the value of materials ordered and delivered, less any salvage credit the Contractor may receive for them.

11.2.3.1 All materials, equipment, facilities, and supplies at the Site or stored off-site, for which the Contractor has received payment, shall become the property of the Owner.

11.2.3.2 The Contractor is entitled to a fair and reasonable profit for Work performed and reasonable expenses directly attributable to termination of the Contract. In no event shall the Contractor be entitled to **(1)** Contractor's Fee on Work not performed or **(2)** compensation in excess of the total Contract Sum.

11.2.4 If the Contracting Authority terminates the Contract under this **Section 11.2**, the termination shall not affect the rights or remedies of the State against the Contractor then existing or which may thereafter accrue.

11.2.5 Notwithstanding **Section 11.2.3**, if the Contracting Authority terminates the Contract under this **Section 11.2**, but there exists an event of the Contractor's default, the Contractor shall be entitled to receive only such amounts as it would be entitled to receive following the occurrence of an event of default as provided in **Section 11.3**.

11.3 Termination for Cause

11.3.1 The Contracting Authority may terminate all or a portion of the Contract if the Contractor: **(1)** fails to prosecute the Work with the necessary force or in a timely manner; **(2)** refuses to remedy Defective Work; **(3)** fails to supply enough properly skilled workers or proper materials; **(4)** fails to properly make payment to Subcontractors or Consultants; **(5)** performs any services outside of the United States; **(6)** permits its Subcontractors or Consultants to perform any services outside of the United States; **(7)** disregards laws, ordinances, or rules, regulations, or orders of a public authority with jurisdiction over the Project; or **(8)** during the term of any guaranty applicable pursuant to the Performance Contract, fails to comply with the terms of such guaranty.

11.3.2 If the Contracting Authority intends to exercise its termination rights under this **Section 11.3**, the Contracting Authority shall issue not less than 5 days' written notice to the Contractor and the Contractor's Surety ("5-Day Notice").

11.3.2.1 Notwithstanding any provision of the Contract to the contrary **(1)** the issuance of a 72-Hour Notice under **Section 6.19.1** is not a condition precedent to the Contracting Authority's exercise of its rights under **Section 11.3** and **(2)** the Contracting Authority's decision to not issue a 72-Hour Notice under **Section 6.19.1** will not prejudice the Contracting Authority's rights under **Section 11.3**.

11.3.3 If the Contractor fails to satisfy the requirements set forth in the 5-Day Notice within 15 days of receipt of the 5-Day Notice, the Contracting Authority may declare the Contractor in default, terminate the Contract, and employ upon the Work the additional force or supply materials or either as appropriate, and remove Defective Work.

11.3.4 If the Contract is terminated, the Contractor's Surety may perform the Contract. If the Contractor's Surety does not commence performance of the Contract within 10 days of the date of Contract termination, the Contracting Authority may complete the Work by means the Contracting Authority determines appropriate. The Contracting Authority may take possession of and use all materials, facilities, and equipment at the Site or stored off-site, for which the State has paid.

11.3.5 If the Contract is terminated, the Contractor shall not be entitled to further payment. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including without limitation the fees and charges of engineers, architects, attorneys, and other professionals and court costs, and other damages incurred by the Owner and not expressly waived, the Contractor or Surety shall immediately pay the amount of the insufficiency to the Owner. This obligation for payment shall survive termination of the Contract.

11.3.6 If the Contractor's Surety performs the Work, the provisions of the Contract Documents govern the Surety's performance, with the Surety in place of the Contractor in all provisions including, but not limited to, provisions for payment for the Work, and provisions of the right of the Contracting Authority to complete the Work.

11.3.7 If the Contracting Authority terminates the Work under this **Section 11.3**, the termination shall not affect any rights or remedies of the State against the Contractor then existing or which may thereafter accrue. The Contracting Authority's retention or payment of funds due the Contractor shall not release the Contractor or the Contractor's Surety from liability for performance of the Work in accordance with the requirements of the Contract Documents.

11.3.8 If the Contracting Authority is adjudged to have improperly terminated the Work under this **Section 11.3**, the termination will be deemed to have been a termination under **Section 11.2**.

11.4 Contractor Insolvency

11.4.1 Bankruptcy of Contractor.

11.4.1.1 If the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, the Contractor, the Contractor as the debtor-in-possession, or the trustee of the Contractor's bankruptcy estate shall file a motion to assume or reject the Contract under Bankruptcy Code §365, 11 U.S.C. §365, within 20 days after the filing of the voluntary petition or involuntary petition and shall diligently prosecute that motion to conclusion so as to obtain an order granting or denying that motion within 45 days after the filing of the voluntary or involuntary petition. The failure to file and prosecute that motion within the time limits provided by this **Section 11.4** shall constitute a material breach of the Contract as time is of the essence with respect to Contractor's performance of all terms of this Contract. The Contractor agrees to the granting of relief from the automatic stay of the Bankruptcy Code, 11 U.S.C. §362(a), to permit the Contracting Authority to terminate the Contract for cause in such instance and issue and serve all notices necessary to terminate the Contract or arising out of the termination of the Contract and to take any and all other action necessary to terminate the Contract.

11.4.2 Receivership or Assignment for the Benefit of Creditors.

11.4.2.1 If the Contractor makes a general assignment for the benefit of creditors or if a receiver is appointed for all or a substantial part of the Contractor's business or property, the Contracting Authority shall serve written notice on the Contractor and Contractor's Surety stating that any failure of the Contractor to provide adequate assurance of continued performance shall be considered a rejection of the Contract, which shall result in termination of the Contract for cause. Such termination of the Contract need not be evidenced by an order of any court.

ARTICLE 12 - GENERAL PROVISIONS

12.1 Contract Documents

12.1.1 Ownership.

12.1.1.1 The Owner alone owns the Contractor's Documents and the Contract Documents and every right, title, and interest therein. The Contractor must execute and deliver and cause its employees and agents and all Subcontractors and Consultants to execute and deliver, to the Owner any transfers, assignments, documents, or other instruments (if any) necessary to vest in the Owner complete right, title, interest in and ownership of the Contractor's Documents and the Contract Documents.

12.1.1.2 The Contractor may retain copies, including reproducible copies, of the Contractor's Documents and the Contract Documents for information, reference, and performance of the Work.

12.1.1.3 The submission or distribution of the Contractor's Documents or the Contract Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a waiver of the Owner's reserved rights in the Contractor's Documents and the Contract Documents. Any unauthorized use of the Contractor's Documents or the Contract Documents shall be at the sole risk of the entity making the unauthorized use.

12.1.1.4 The Contractor shall provide Electronic Files (in native format) to the Owner, Contracting Authority, and Criteria Engineer for their use in connection with the Project. The Contractor shall provide the Electronic Files **(1)** at no additional cost to the Owner, Contracting Authority, or Criteria Engineer and **(2)** without requiring the Owner, Contracting Authority, or Criteria Engineer to agree to any terms or conditions concerning the provision, receipt, or use of the Electronic Files that differ in any material respect from the Contract.

12.1.2 Intent.

12.1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor.

12.1.2.2 The Contract Documents are complementary, and what is required by one is binding as if required by all.

12.1.2.3 The Contractor shall provide all labor and materials necessary for the entire completion of the Work described in the Contract Documents and reasonably inferable to produce the intended results.

12.1.2.4 The Drawings govern dimensions, details, and locations of the Work. The Specifications govern quality of materials and workmanship.

12.1.2.5 The organization of the Specifications in divisions, sections, and articles, and the arrangement of Drawings shall not restrict the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

12.1.2.6 In the event of inconsistency or conflict within the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work, and comply with the stricter requirement.

12.1.2.7 Unless otherwise defined in the Contract Documents, words that have well-known technical or construction industry meanings are used in accordance with those recognized meanings.

12.1.2.8 The Sections of Division 01 - "General Requirements" govern the performance of the Work of all Sections of the Specifications.

12.1.3 Use of Electronic Files.

12.1.3.1 The Owner, Contracting Authority, Criteria Engineer, and Contractor reasonably expect that they will provide Electronic Files to each other to facilitate the design and construction of the Project consistent with current practices and customs in the construction industry.

12.1.3.2 The Owner, Contracting Authority, Criteria Engineer, and Contractor acknowledge that the use of Electronic Files involves risks not generally associated with the use of paper documents. Those risks include, for

example and without limitation, alteration (inadvertent or intentional) and deterioration, both of which may not be readily apparent through casual observation.

12.1.3.3 The Owner, Contracting Authority, Criteria Engineer, and Contractor do not warrant to each other that any Electronic File they provide **(1)** was not altered though transmission; **(2)** is compatible with the recipient's computer system or software; **(3)** will not be altered through degradation of the recipient's storage media; or **(4)** is suitable for conversion/translation to and subsequent use in a system or format other than the Electronic File's original system or format.

12.1.3.4 Before relying on any Electronic File it receives, the recipient is responsible for verifying that the Electronic File was not altered though transmission, degradation of the recipient's own storage media, or other causes.

12.1.3.5 If the recipient of an Electronic File converts/translates the Electronic File from its original system or format to an alternate system or format, the recipient assumes the risk that the conversion/translation created errors in the converted/translated file.

12.1.3.6 The Owner, Contracting Authority, Criteria Engineer, and Contractor shall each maintain and operate its own computer systems and storage media in a commercially reasonable way and take reasonable steps to prevent errors in and deterioration of the Electronic Files it creates, provides, and receives.

12.1.3.7 In the event of a discrepancy between information contained in a paper version of a document and the Electronic File of that document, the paper version will govern.

12.1.3.8 This **Section 12.1.3** does not relieve the Contractor of its responsibility for the preparation, completeness, or accuracy of the Contractor's Documents.

12.2 Public Relations

12.2.1 Publicity prior to completion of the Project. Prior to completion of the Project, public relations or publicity about the Project shall be solely within the control, and with the consent of, the Owner.

12.2.2 Publicity after completion of the Project. After completion of the Project, the Contractor may exercise reasonable public relations and marketing efforts related to the Project, provided the Contractor properly identifies the Owner and Contracting Authority, and their participation in the Project.

12.3 Application and Governing Law

12.3.1 The Contract and the rights of the parties thereunder shall be governed by the laws of the state of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder. The Contractor irrevocably consents to such jurisdiction. The parties to the Contract shall comply with Applicable Law. Other rights and responsibilities of the Contractor, Contracting Authority, and Owner are set forth throughout the Contract Documents and included under different titles, articles, and paragraphs for convenience.

12.4 Conditions of the Contract

12.4.1 These General Conditions govern, take precedence over, and shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Conditions prepared by the Contracting Authority and approved by the Ohio Facilities Construction Commission.

12.5 Notice of Commencement

12.5.1 The Contracting Authority shall prepare a Notice of Commencement and make it available as required under ORC Section 1311.252. Upon request, the Contracting Authority or the Contractor shall furnish the Notice of Commencement to Subcontractors or any other member of the public.

12.6 Written Notice

12.6.1 Notice under the Contract Documents shall be validly given if: **(1)** delivered personally to a member of the organization for whom the notice is intended; **(2)** delivered, or sent by registered or certified mail, to the last known business address of the organization; or **(3)** sent by facsimile, email, or Web-based project management software, provided the original, signed document is delivered within 3 business days after the date of the electronic transmission.

12.6.2 When the Owner, Contracting Authority, or Contractor gives notice to one of the other 2, it shall also simultaneously send a copy of that notice to the others.

12.6.1 In the event of an emergency involving the Project, including, but not limited to, a fatality, serious injury, fire, collapse, flood, utility, or power loss to occupied facilities, explosion, or environmental damage, the Contractor shall immediately notify the Contracting Authority and Owner by telephone.

12.6.2 The Contracting Authority, Owner, or Contractor may, by written notice given hereunder, designate addresses, telephone numbers, email addresses, or facsimile numbers to which notices, certificates, requests, or communications shall be sent.

12.7 Taxes

12.7.1 Only those materials that ultimately become a part of the completed structure or improvement that constitutes the Project shall be exempt from state sales tax and state use tax.

12.7.2 The purchase, lease, or rental of material, equipment, parts, or expendable items such as concrete form lumber, tools, oils, greases, and fuels, which are used in connection with the Work, are subject to the application of state sales tax and state use tax.

12.8 Computing Time

12.8.1 When the Contract Documents refer to a period of time by a number of days, the period shall be computed to exclude the first and include the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation and the period shall end on the next succeeding day that is not a Saturday, Sunday, or legal holiday.

12.8.2 Except as excluded under **Section 12.8.1**, the Contract Time and all other periods referred to in the Contract Documents includes Saturdays, Sundays, and all days defined as legal holidays by **Section** Error! Reference source not found..

12.8.3 The standard workdays for State projects are Monday through Friday, excluding legal holidays.

12.9 Time of the Essence

12.9.1 Time limits stated in the Contract Documents are of the essence of the Contract and all obligations under the Contract. By signing the **Performance Contract Form**, the Contractor acknowledges that the Contract Time is reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project. By signing the Construction Progress Schedule, the Contractor acknowledges that the specified Milestone dates are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project.

12.9.1.1 The Notice to Proceed establishes the date for commencement of the Work.

12.9.1.2 The Contractor acknowledges that the Owner has entered into, or may enter into, agreements for use of all or part of the premises where the Work is to be completed based upon the Contractor achieving Contract Completion within the Contract Time.

12.9.1.3 The Contractor shall perform the Work in a reasonable, efficient, and economical sequence, and in the order and time as provided in the Construction Progress Schedule.

12.9.2 The Contractor acknowledges that it may be subject to interference, disruption, hindrance, or delay in the progress of the Work from any cause. The sole remedy for such interference, disruption, hindrance, or delay shall be an extension of the Contract Time under Article 8, unless otherwise required by ORC Section 4113.62.

12.10 Successors and Assigns

12.10.1 The Contracting Authority and the Contractor each bind themselves, their successors, assigns, and legal representatives, to the other party to this Contract and to the successors, assigns, and legal representatives of the other party with respect to all terms of this Contract. The Contracting Authority and the Contractor each acknowledge that the Owner is an intended third-party beneficiary of this Contract. The Contractor shall not assign, or transfer any right, title, or interest in this Contract without the Contracting Authority's prior written consent.

12.11 Extent of Contract

12.11.1 Entire Contract. The Contract Documents represent the entire and integrated agreement between the Contracting Authority and Contractor and supersede all prior negotiations, representations, or agreements, either written or oral.

12.11.2 Multiple Counterparts. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

12.11.3 Captions. The captions and headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

12.11.4 Precedence. If there are any inconsistencies between the provisions of the Contract Documents and the provisions of the Contract, the provisions of this Contract shall prevail.

12.12 Severability

12.12.1 If any term or provision of this Contract or the application thereof to any Person or circumstance, is finally determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by Applicable Law.

12.13 Electronic and Facsimile Signatures

12.13.1 Any party hereto may deliver a copy of its counterpart signature page to this Contract via electronic signature software, fax, e-mail, or web-based project management software. Each party hereto shall be entitled to rely upon an electronic, scanned or facsimile signature of any other party delivered in such a manner as if such signature were an original.

12.14 No Third-Party Interest

12.14.1 Except as expressly provided under **Section 12.10.1**, **(1)** no person or entity, other than the Contracting Authority and Contractor, will have any right or interest under the Contract, and **(2)** the Contract does not create a contractual relationship of any kind between any people or entities other than the Contracting Authority and Contractor.

12.15 Ohio Retirement System

12.15.1 All individuals employed by the Contractor that provide personal services to the Contracting Authority or Owner are not public employees for the purposes of ORC Chapter 145, as amended.

12.15.2 If the Contractor is a PERS retirant, as defined by ORC Section 145.38, the Contractor shall notify the Contracting Authority of such status in writing prior to commencement of Work. The Contracting Authority, Owner, or State is not responsible for changes to the Contractor's retirement benefits resulting from entering into this Contract.

12.16 No Waiver

12.16.1 The failure of the Contracting Authority or Contractor to insist in any one or more instances upon the strict performance of any one or more of the provisions of the Contract or to exercise any rights under the Contract or provided by law will not be construed as a waiver or relinquishment of that provision or right or of the right to subsequently demand strict performance or exercise the right and the rights will continue unchanged and remain in full force and effect.

12.17 Rights and Remedies

12.17.1 The duties, obligations, rights, and remedies under the Contract are in addition to and not a limitation of the duties, obligations, rights, and remedies otherwise imposed by or available under Applicable Law.

12.18 Survival of Obligations

12.18.1 All representations, indemnity obligations, warranties, guarantees, and necessarily continuing obligations under the Contract, will survive final payment, completion and acceptance of the Work, and termination or completion of the Contract.

END OF DOCUMENT

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

ATTACHMENT 5 - ECM AND ENERGY SAVINGS GUARANTEE REQUIREMENTS

5.1 Overview

It is the Contracting Authority's intent to select a Contractor based on the evaluation as described in Part Three of the RFP. Once selected, the Contractor, the Contracting Authority, and the Owner will agree to the energy conservation measures (ECMs) to be installed by the Contractor and their associated installation costs and guaranteed energy cost savings.

Based on the final selection of the ECMs, it is further the Contracting Authority's intent to enter into two separate agreements with the Contractor. The first agreement is to be a "Performance Contract" for the procurement of the design, materials and installation of the ECMs. The Performance Contract is attached to the RFP as Attachment 14. The ECM descriptions, cost and savings information provided in Attachments 9 and 10 of the Proposal will be utilized as the description of the scope of work and the cost basis for the Performance Contract.

The second agreement will be a "Service Agreement." The Service Agreement will be written for a period of not less than 5 years and not more than the time frame necessary to assure the energy savings projected based on the information in Attachments 9 and 10 of the Proposal. A portion of the Service Agreement will stipulate that the Contractor guarantee the energy and operational savings projected to the Owner for the term of the Service Agreement based on the final ECM selection and will be voided in the event that the Service Agreement is not in place. Another portion of the Service Agreement is to assure that the Contractor has the access to and capability to monitor the systems operations and utilization to assure that the assumptions utilized in the savings projections are being met and that the systems are appropriately maintained to achieve the savings guaranteed. Annual energy consumption analysis and reporting will be included in the Service Agreement. This will include the analysis necessary to demonstrate the energy guarantee performance and the analysis necessary to demonstrate the Owner's energy performance annually against a baseline energy consumption. A copy of the Service Agreement is attached to the RFP as Attachment 15. The annual cost of providing the Service Agreement is to be submitted as Attachment 11 with the Proposal.

5.2 Energy Conservation Measure and Projected Energy Cost Savings Development

Each ECM that the Offeror proposes to be incorporated in the Project is to be summarized individually on an Attachment 9 form. For each ECM, the Offeror shall provide the following information for review:

a. ECM Name
b. ECM Description
c. Brief scope of work anticipated
d. Energy savings calculations, with assumptions and methodology
e. Base year energy cost savings for electrical demand, electrical consumption, natural gas, water, sewer, and total
f. Projected operations and maintenance (non energy) savings, if any
g. If for the purposes of the guarantee, the annual savings are to be variable adjusted, provide the variable and baseline assumption. (For example, boiler efficiency improvement is to be adjusted annually based on heating degree days with the baseline equal to the NOAA average for Columbus, Ohio)
h. Interaction effects with other ECMs proposed

i. Installation cost

j. Simple payback period, based on cost savings

Attachment 10, the Cost and Savings Summary and Certification Form, is to be completed for all of the ECMs proposed, as a group, to summarize the overall financial performance of the Project. The Cost and Savings Summary and Certification Form represents the totals of the Attachment 9 information for all ECMs proposed, including interactions, and the Project Cash Flow Projection included on the form is a summary based on certain financial assumptions, provided below, up to a 10-year period of projected financing.

5.3 Energy Conservation Measure Associated Operations and Maintenance Savings

An operational and maintenance (O&M) saving measure may be claimed as a separate stand-alone ECM or as part of another ECM. O&M savings can be claimed for a period not to exceed five years, using Attachments 9 and 10.

5.4 Financing Rates and Fees

For the purposes of the Attachment 10 Project Cash Flow Projection, assume that the

- Owner will procure 10 year project financing at 4.25% for the installation cost of the Project.
- The OFCC fee is 3.0%;
- The Ohio Air Quality Development Authority (OAQDA) fee is 2.0%.

If the Offeror chooses to offer financing to the Owner for the project, provide a brief description of the terms and conditions and prepare an alternate Attachment 10 for the proposed financing.

5.5 Energy Guarantee

The preparation of the annual energy utilization audits will be a requirement of the selected Contractor and will be included in the scope of work for the Service Agreement.

For the purposes of the energy guarantee, calculations of energy cost savings are based upon the utility rates paid during the guarantee year, or the baseline utility rates provided in Attachment 3, whichever produces the higher cost savings.

END OF DOCUMENT

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

ATTACHMENT 6 – OFFEROR PROFILE AND INFORMATION FORM

Offeror's Legal Name _____

Offeror's Address _____

Offeror's City, State, ZIP _____

Offeror's Phone _____ Offeror's Fax _____

Date Established _____

Federal Tax Identification _____

Principal Place of Business _____

Contact Name _____

Contact Title _____

Contact Address _____

Contact City, State ZIP _____

Contact Phone _____ Contact Person Fax _____

Contact E-mail Address _____

If different from above

Local Office Name from which project will be managed _____

Local Office Address _____

Local Office City, State, ZIP _____

Local Office Phone _____

Form of Corporation _____

Key Corporate Management Personnel

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Number of Employees

Engineers _____ Project Management _____

Project Supervision _____ Service Management _____

Total (not necessarily the sum of the above) _____

List valid contractor license, Certificate by Ohio Construction Industry Examining Board and any Registration or Certification by an OBBC municipality or county for preceding five (5) years.

List of proposed Subcontractors, if any, to be used on the Project:

1. Name _____ Role in Project _____
   Address _____

2. Name _____ Role in Project _____
   Address _____

3. Name _____ Role in Project _____
   Address _____

(A.) Each Offeror shall supply and certify to the accuracy of the following information relative to projects engaged in by the Offeror within the last five years. If none, so state.

(1) Indicate Offeror's overall experience performing the trades proposed, including the years in business performing the trade under present and former business names.

(2) The Offeror shall submit, the financial information requested in Attachment 1 in the RFP. This information is not a public record under O.R.C. Section 149.43; and shall remain confidential, except under proper order of a court.

(3) A description of its experience with projects of comparable size, complexity, and cost demonstrating the Offeror's ability and capacity to perform a substantial portion of the Project with its own forces. Include Scope of Work, Contract value and Project name / contact Person / phone number for each owner and Associate for each project. A maximum of 3 projects are to be provided. The provision of Attachment 7, as requested in Attachment 1, will satisfy this requirement.

(4) Identification and description of any projects where the Offeror was determined by a public entity not to be a responsible bidder although it was the apparent lowest bidder, the reasons given by the public entity and an explanation thereof;

(5) Disclosure of any OSHA violation resulting in fines;

(6) Disclosure of any violations pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex, religion, national origin or employees civil rights or equal employment opportunities;

(7) Disclosure of any adverse judgments in an action involving a claim for personal injury or wrongful death arising from the performance of work related to any project in which it has been engaged;

(8) Disclosure of any adverse judgments for nonpayment or nonperformance;

(9) Disclosure of violations of the prevailing wage law or any other state or federal labor laws;

(10) Disclosure of violations of any Workers' Compensation laws;

(11) Disclosure of any felony convictions involving the contractor, its officers, directors, or owners;

(12) Disclosure of any violations of environmental and/or health laws, codes, rules and/or regulations;

(13) Disclosure of any occurrences of contract abandonment, contract termination, as either a prime- or sub-contractor, or surety takeover;

(14) Disclosure of any occurrences of debarment by state, federal or local jurisdictions;

(15) Disclosure of any liquidated damages and/or Statutory Delay Forfeiture assessed;

(16) Identification of Work to be subcontracted and the value of such Work, the names of all the proposed major subcontractors, and confirmation by the Offeror that it has or will advise said subcontractors that they are obligated to the same levels of responsibility as the Offeror. The provision of the Subcontractor Profile, as requested in Attachment 1, will satisfy this requirement

(B) The Owner reserves the right to further inquire of the Offeror to determine whether the offer contains mathematical errors, omissions and/or erroneous assumptions and whether the Offeror has the capability to perform and complete the Contract for the proposed amount.

(C) The Owner retains the right to waive non-compliance with the selection criteria when it is determined that non-compliance does not affect the competitive nature of the selection process.

(D) All invitations, specifications, and similar requests for works of improvement shall advise all applicable prospective Offerors of this policy.

Certification: I hereby certify that the information above is factual and complete.

Company Name _____

Authorized Official (please print or type) _____

Signature of Authorized Official _____ Date _____

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OFFEROR AFFIRMATION AND DISCLOSURE

Offeror acknowledges that by signing the Offeror Profile and Information Form, that it affirms, understands, and will abide by the requirements of Executive Order 2011-12K. If awarded a Contract, the Offeror will become the Contractor and affirms that both the Contractor and its Subcontractors shall perform no services requested under this Contract outside of the United States.

The Offeror shall provide the locations where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of its Proposal may cause the Offeror to be deemed non-responsive and no further consideration will be given to its Proposal. If the Offeror will not be using Subcontractors, indicate "Not Applicable" in the appropriate spaces.

Principal business location of Contractor

Address _____

City, State ZIP _____

Location where services will be performed by Contractor

Address _____

City, State ZIP _____

Locations where services will be performed by Subcontractors, if known at time of the Proposal deadline

Address _____ Address _____

City, State ZIP _____ City, State ZIP _____

Address _____ Address _____

City, State ZIP _____ City, State ZIP _____

Location where state data will be stored, accessed, tested, maintained, or backed-up by Contractor

Address _____

City, State ZIP _____

Locations where state data will be stored, accessed, tested, maintained, or backed-up by Subcontractors, if known at time of the Proposal deadline

Address _____ Address _____

City, State ZIP _____ City, State ZIP _____

Address _____ Address _____

City, State ZIP _____ City, State ZIP _____

END OF DOCUMENT

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

ATTACHMENT 7 – OFFEROR REFERENCE FORM

Company 1 _____ Contact _____
Address _____ Title _____
City, State ZIP _____ Phone _____
Program Name _____
Dates of Service _____
Description of Related Service Provided

Company 2 _____ Contact _____
Address _____ Title _____
City, State ZIP _____ Phone _____
Program Name _____
Dates of Service _____
Description of Related Service Provided

Company 3 _____ Contact _____
Address _____ Title _____
City, State ZIP _____ Phone _____
Program Name _____
Dates of Service _____
Description of Related Service Provided

END OF DOCUMENT

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

ATTACHMENT 8 – PERSONNEL PROFILE SUMMARY

Name _____ Title _____

Role in Project _____

Education/Training _____

Degree/Major _____ Where Obtained _____

Degree/Major _____ Where Obtained _____

Other Training _____

Company 1 _____ Contact _____

Address _____ Title _____

City, State ZIP _____ Phone _____

Program Name _____ Dates of Service _____

Description of Related Service Provided

Company 2 _____ Contact _____

Address _____ Title _____

City, State ZIP _____ Phone _____

Program Name _____ Dates of Service _____

Description of Related Service Provided

Company 3 _____ Contact _____

Address _____ Title _____

City, State ZIP _____ Phone _____

Program Name _____ Dates of Service _____

Description of Related Service Provided

Note: Attach resume for the above person. Provide for key project personnel only (e.g. project manager, lead energy engineer, service manager, project superintendent).

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Chillicothe, Ross County

ATTACHMENT 9 – ENERGY CONSERVATION MEASURE (ECM) FORM

ECM Number _____

ECM Name _____

Brief description of ECM and associated Scope of Work

Equipment to be installed

Estimated Useful Life _____

Warranty Period _____

Key Assumptions

Energy Cost Savings (attach calculations to this form)

Electrical Demand	_____	kwd @	$ _____	/kwd/mo	Annual Savings	$ _____
Electrical Consumption	_____	kwh @	$ _____	/mcf	Annual Savings	$ _____
Natural Gas Consumption	_____	mcf @	$ _____	/mcf	Annual Savings	$ _____
Water Consumption	_____	gal @	$ _____	/gal	Annual Savings	$ _____
Sewer Consumption	_____	gal @	$ _____	/gal	Annual Savings	$ _____
				Total	Annual Savings	$ _____

Installation Cost $ _____

Simple Payback Period _____ years

Describe anticipated impact, if any, on annual Operations and Maintenance cost:

Describe interactions, if any, with other ECMs proposed:

Have interactions been accounted for in the Energy Cost Savings calculations? ☐ Yes ☐ No

For purposes of the Energy Guarantee, is this ECM to be variable adjusted? ☐ Yes ☐ No

If Yes, provide the variable, the baseline value and source and describe the adjustment methodology:

Is there any anticipated hazardous material expected to need abated as part of implementing this ECM?
☐ Yes ☐ No If Yes, describe:

Note: Provide an Attachment 9 for each Energy Conservation Measure proposed.

END OF DOCUMENT

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

ATTACHMENT 10 – COST AND SAVINGS SUMMARY AND CERTIFICATION FORM

Offeror Name _____

Project Address _____

Project City, State ZIP _____

Having read and examined the Contract Documents, including, but not limited to, the Request for Proposal and related attachments for the above-referenced Project, and the following Addenda:

Addendum Number _____ Date _____

Addendum Number _____ Date _____

Addendum Number _____ Date _____

The Proposal consists of the design, procurement and installation of the following Energy Conservation Measures, as defined in Attachments 9. For the purposes of the ECM table below:

ECM # = Number assigned to an Energy Conservation Measure from Attachment 9
ECM Cost = All costs associated with the ECM except service agreement costs included in Attachment 11
Energy Savings = Total energy savings over the useful life of the ECM
O & M Savings = Operational and maintenance savings over the useful life of the measure, not to exceed 5 years
Total Savings = Energy Savings plus O & M Savings
Net Benefit = Total Savings minus Cost

Energy Conservation Measure (ECM) Table						
ECM #	ECM Description	ECM Cost ($)	Energy Savings ($)	O & M Savings ($)	Total Savings ($)	Net Benefit ($)
Totals						

For the purposes of the Cash Flow Projection Table below, all figures are expressed in dollars ($). Express negative numbers as "-$" or "($)".

Annual ECM Cost = All costs associated with all ECMs for that year, except service agreement costs included in Attachment 11
Annual Services Cost = Annual service agreement costs including measurement and verification included in Attachment 11
Annual Total Cost = Annual ECM Cost plus Annual Services Cost (Add Columns 2 and 3)
Annual Energy Savings = Energy savings of all ECMs in that year
Annual O & M Savings = Operational and maintenance savings in that year, not to exceed 5 years
Annual Total Savings = Annual Energy Savings plus Annual O & M Savings (Add Columns 5 and 6)
Net Benefit, Year = Annual Total Savings minus Annual Total Cost for that year (Subtract Column 4 from Column 7)
Net Benefit, Cumulative = Cumulative sum of net benefits through that year; must be a positive number in or prior to year 10

Cash Flow Projection Table								
Year	Annual ECM Cost	Annual Services Cost	Annual Total Cost	Annual Energy Savings	Annual O & M Savings	Annual Total Savings	Net Benefit, Year	Net Benefit, Cumul.
1								
2								
3								
4								
5								
6					0			
7					0			
8					0			
9					0			
10					0			
Total								
	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9

The undersigned proposes to perform all Work under its RFP Proposal, in accordance with the Contract Documents, for the following sums:

BASE PROPOSAL

ITEM 1: Total Cost Savings (Sum of Column 7) $ _____

ITEM 1: Number in Words _____

ITEM 2: Total Cost of ECMs and Services (Sum of Column 4) $ _____

ITEM 2: Number in Words _____

ITEM 3: Project Time, in number of consecutive days _____

ITEM 3: Number in Words _____

LIQUIDATED DAMAGES

Upon failure to have all construction of the Work completed within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the amounts set forth in the following table for each and every calendar day thereafter until Contract Completion. The Owner's right to recover liquidated damages shall not substitute for any right of recovery for additional costs incurred should the Contractor fail to complete the Contract according to the Contract Documents.

Contract Amount	Dollars Per Day
$1.00 to $50,000.00	$150.00
$50,000.01 to $150,000.00	$250.00
$150,000.01 to $500,000.00	$500.00
$500,000.01 to $2,000,000.00	$1,000.00
$2,000,000.01 to $5,000,000.00	$2,000.00
$5,000,000.01 to $10,000,000.00	$2,500.00
$10,000,000.01 or more	$3,000.00

CONTRACTOR'S CERTIFICATION

The Contractor hereby acknowledges that the following representations in this RFP Proposal are material and not mere recitals:

1. Contractor has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Contractor has actual knowledge of the requirements and regardless of any statement or omission made by the Contractor which might indicate a contrary intention.

2. The Contractor represents that the RFP Proposal is based upon the Standards specified by the Contract Documents.

3. The Contractor has visited the Site, has become familiar with local conditions, and has correlated personal observations about the requirements of the Contract Documents. The Contractor has no outstanding questions regarding the interpretation of the Contract Documents.

4. The Contractor understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of O.R.C. Chapter 4115, "Wages and Hours on Public Works," and that the Contractor shall pay any wage increase in the Project locality during the term of the Contract.

5. The Contractor agrees to comply with the Drug Free Workplace Act and the State's Drug Free Workplace Policy. The Contractor shall make a good faith effort to ensure that all the Contractor employees, while working on State property, shall not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

6. The Contractor agrees to furnish any information requested by the Owner to evaluate the Contractor's responsibility.

7. The Contractor and each individual signing on the Contractor's behalf certifies, and in the case of a joint RFP Proposal, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief:

   7.1 The RFP Proposal has been prepared independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such RFP Proposal.

7.2 Unless otherwise required by law, the costs which have been quoted in the RFP Proposal have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to the RFP Proposal deadline, directly or indirectly, to any other Contractor that would have any interest in the RFP Proposal costs.

7.3 No attempt has been made or will be made by the Contractor to induce any other individual, partnership or corporation to submit or not to submit an RFP Proposal for the purpose of restricting competition.

8. The Contractor understands and agrees that it may negotiate only the specific aspects of the RFP that the Owner, in its sole discretion, selects for negotiation. The Contractor certifies that it shall not attempt to negotiate the General Conditions of the Contract, Performance Contract, or Service Agreement, except as to those permitted modifications that may be proposed for the Service Scope of Work (Exhibit 1 of the Service Agreement).

	Contractor	Signature for Joint Venture
Authorized Signature	_____	_____
Printed Name	_____	_____
Title	_____	_____
Company Name	_____	_____
Mailing Address	_____	_____
City, State ZIP	_____	_____
Federal Tax ID	_____	_____
Contact Person	_____	_____
Contact Phone Number	_____	_____
Contact E-mail Address	_____	_____

END OF DOCUMENT

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

ATTACHMENT 11 – SERVICE AGREEMENT COST SUMMARY

FROM: Name _____

Address _____

City/State _____

Phone _____

Fax _____

FOR: Energy Conservation Project - Service Agreement

PROPOSAL SCHEDULE

The Undersigned Contractor, having visited the Site and familiarized itself with local conditions affecting the cost of the Work and with all requirements of the Contract Documents, including the Request for Proposal and the Service Agreement (Attachment 15, and associated Exhibits), regardless of whether the Contractor has actual knowledge of such requirements and regardless of any statement or omission made by the Contractor which might indicate a contrary intention, hereby agrees to comply with all requirements of the Contract Documents and proposes to furnish the Work required by said Service Agreement for the following amounts:

See Attachment 15, Service Agreement, Exhibit 1, Service Scope of Work; Section 4 for the Part A & B Work below.

A. Building automation and control system preventive maintenance and service, HVAC preventive maintenance, HVAC testing, inspection and calibration, HVAC water treatment service, HVAC emergency service, HVAC equipment repair and replacement labor, HVAC parts and material per Service Agreement (prorated and paid monthly).

   The Service Agreement incorporates the guaranteed operational and energy savings as defined in Attachments 5 and 10, as long as the Service Agreement remains in effect. The Contractor is to provide services, in addition to those specified that are deemed necessary by the Contractor, to assure achievement of the guaranteed energy savings.

   5-year period commencing with the issuance of Final Certification of Contract Completion $_____ Per Year

B. Filter replacements (prorated and paid as completed).

   5-year period commencing with the issuance of Final Certification of Contract Completion $_____ Per Year

Total (Parts A and B combined)

5-year period commencing with the issuance of Final Certification of Contract Completion $_____ Per Year

UNIT PRICES

C **LABOR**

For additional work requested by the Owner which is not part of the Service Agreement, the Contractor and the Owner shall estimate and come to agreement on the time required of each tradesman to complete the task. The Contractor will then be paid based upon the agreed to hours. Payment will be at the prevailing wage rate as established by the State, then in effect, plus a percentage for overhead and profit (combined) as quoted hereafter.

_____%

D **MATERIALS**

For any materials provided for additional work, the reimbursement to the Contractor shall be a rate of materials cost (less any rebates or volume discounts) plus 10% for overhead and profit. Any expedited shipment or special handling shall be at cost. No other mark-ups will be allowed.

SERVICE AGREEMENT EXTENSION:

The Owner may, in its sole discretion, extend the Service Agreement beyond the 5-year term on a year by year basis for the duration of the period for the guaranteed operational and energy savings. This guarantee period could potentially run through _____, depending on the chosen Energy Conservation Measures and schedule for the Performance Contract.

In the event the Owner extends the Service Agreement, the labor and material cost components associated with the 5 Year Base Proposal will be adjusted in accordance with the local CPI adjustment factors for labor and material based on the then current year factors as compared to year end _____.

	Contractor	**Signature for Joint Venture**
Authorized Signature		
Printed Name		
Title		
Company Name		
Mailing Address		
City/State/Zip Code		
Where Incorporated		
Federal Tax ID		
Contact person		
Telephone Number		
Fax Number		

END OF DOCUMENT

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

ATTACHMENT 12 – PREVAILING WAGE RATE REQUIREMENTS

Payment of Prevailing Wage Rates

The Contractor shall pay the prevailing wage rates of the Project locality, as issued by the Ohio Department of Commerce, Wage and Hour Bureau to laborers and mechanics performing Work on the Project.

The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of Ohio Revised Code ("O.R.C.") Chapter 4115.

If the Contractor or its Subcontractors fail to comply with O.R.C. Chapter 4115, the Contracting Authority may withhold payment pursuant to Article 9.6 of the General Conditions. The Contractor is liable for violations committed by the Contractor or its Subcontractors.

The Contractor shall submit all payroll reports in compliance with the requirements of paragraph 1.4 for all of the employees of the Contractor and of the Contractor's Subcontractors.

By executing a Contract, the Contractor certifies that it based its Bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau for the Project as provided in O.R.C. Sections 4115.03 through 4115.14, which are inserted at the end of this Document.

Prevailing Wage Rate Revisions

The Contracting Authority shall, within 7 business days after receipt of a notice of a change in the prevailing wage rates, notify the Contractor of the change. The prevailing wage rates are available at the Ohio Department of Commerce's web site: http://com.state.oh.us/.

The Contractor shall pay any revised wage rates issued during the term of the Contract.

Payroll Schedule

Within 10 days of the date of the Notice to Proceed, the Contractor shall provide the Contracting Authority's Prevailing Wage Coordinator a schedule of dates during the term of the Contract on which wages shall be paid to employees for the Project.

Payroll Reports

The Contractor shall submit payroll reports with each Contractor Payment Request, which reports shall be certified by the Contractor that the payroll is correct and complete and the wage rates shown are not less than those required by the Contract. The Contractor is responsible for submitting all payroll reports of its Subcontractors.

1.1.1.1 Each payroll report shall indicate the period covered and include a list containing the name, address and social security number of each employee of the Contractor and its Subcontractors paid for the Work.

1.1.1.2 Each payroll report shall list the number of hours each employee worked each day on the Project during the reporting period, the total hours each week on the Project, the employee's hourly rate of pay, job classification, hourly rate of fringe benefits, and all deductions from wages and net pay.

1.1.1.3 Each payroll report shall list each fringe benefit and state if it is paid as cash to the employee or to a named plan.

1.1.1.4 The Contractor and its Subcontractors shall submit apprenticeship agreements for all apprentices utilized on the Project.

Prevailing Wage Determination Cover Letter

County: ROSS
Determination Date: 12/23/2015
Expiration Date: 03/23/2016

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: “Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded.” The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: “Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract...”

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the “Prevailing Wages” as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

“There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract.” Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: “On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed.”

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)
wh1500

Back to wage rate search Back to Home

Classification = All, County = ROSS, Union = All

County	Classification	Effective	Posted	Union
ROSS	Asbestos Worker	10/14/2015	10/14/2015	Asbestos Local 207 OH
ROSS	Asbestos Worker	7/15/2015	7/15/2015	Asbestos Local 50 Zone 1
ROSS	Boilermaker	10/1/2013	9/25/2013	Boilermaker Local 105
ROSS	Bricklayer	6/1/2015	5/20/2015	Bricklayer Local 45
ROSS	Bricklayer	7/8/2015	7/8/2015	Bricklayer Local 55 Tile Setter
ROSS	Bricklayer	7/8/2015	7/8/2015	Bricklayer Local 55 Tile & Marble Finisher
ROSS	Carpenter	6/17/2010	6/17/2010	Carpenter Local 509 NE District Interior Systems
ROSS	Carpenter	5/20/2015	5/20/2015	Carpenter Millwright Local 1519 SC District A
ROSS	Carpenter	3/5/2014	3/5/2014	Carpenter NE District Industrial Dock & Door
ROSS	Carpenter	7/28/2010	7/28/2010	Carpenter Statewide Office Systems
ROSS	Carpenter	5/20/2015	5/20/2015	Carpenter & Pile Driver Local 437 SC District C Commercial
ROSS	Carpenter	5/20/2015	5/20/2015	Carpenter & Pile Driver Local 437 SC District C Industrial
ROSS	Carpenter	5/20/2015	5/20/2015	Carpenter & Piledriver SC District HevHwy
ROSS	Bricklayer	6/3/2015	6/3/2015	Cement Mason Bricklayer Local 97 HevHwy A
ROSS	Bricklayer	6/3/2015	6/3/2015	Cement Mason Bricklayer Local 97 HevHwy B
ROSS	Cement Mason	5/7/2015	5/7/2015	Cement Mason Local 132 HvyHwy District III (B)
ROSS	Cement	6/1/2015	5/27/2015	Cement Mason Local 132 (Columbus)
ROSS	Electrical	6/2/2014	5/25/2014	Electrical Local 575 Inside
ROSS	Electrical	3/5/2014	3/5/2014	Electrical Local 575 Inside Lt Commercial South West
ROSS	Voice Data Video	7/15/2015	7/15/2015	Electrical Local 575 Voice Data Video
ROSS	Lineman	3/11/2015	3/11/2015	Electrical Local 71 High Tension Pipe Type Cable
ROSS	Lineman	3/11/2015	3/11/2015	Electrical Local 71 Outside Utility Power
ROSS	Lineman	3/11/2015	3/11/2015	Electrical Local 71 Outside (Central OH Chapter)
ROSS	Lineman	12/28/2015	3/11/2015	Electrical Local 71 Outside (Central OH Chapter)
ROSS	Elevator	3/18/2015	3/18/2015	Elevator Local 37
ROSS	Elevator	1/1/2016	12/17/2015	Elevator Local 37
ROSS	Glazier	3/25/2015	3/25/2015	Glazier Local 372
ROSS	Ironworker	6/17/2015	6/17/2015	Ironworker Local 172
ROSS	Laborer Group 1	5/1/2015	4/15/2015	Labor HevHwy 3
ROSS	Laborer	6/1/2015	4/29/2015	Labor Local 83
ROSS	Operating Engineer	5/1/2015	4/29/2015	Operating Engineers - Building Local 18 - Zone III
ROSS	Operating Engineer	5/20/2015	5/20/2015	Operating Engineers - HevHwy II
ROSS	Drywall Finisher	7/29/2015	7/29/2015	Painter Local 1275
ROSS	Painter	7/29/2015	7/29/2015	Painter Local 1275 HevHwy
ROSS	Painter	6/10/2015	6/10/2015	Painter Local 639
ROSS	Painter	6/1/2005	3/20/2003	Painter Local 639 (Columbus Area) Sign
ROSS	Plasterer	8/5/2015	8/5/2015	Plasterer Local 132 (Columbus)
ROSS	Plumber Pipefitter	6/10/2015	6/10/2015	Plumber Pipefitter Local 189
ROSS	Roofer	2/25/2015	2/25/2015	Roofer Local 86
ROSS	Sheet Metal Worker	8/5/2015	8/5/2015	Sheet Metal Local 24 Columbus
ROSS	Sprinkler Fitter	7/29/2015	7/29/2015	Sprinkler Fitter Local 669
ROSS	Truck Driver	5/1/2015	3/31/2015	Truck Driver Bldg & HevHwy Class 1 Locals 20,40,92,92b,100,175,284,438,377,637,908,957
ROSS	Truck Driver	5/1/2015	3/31/2015	Truck Driver Bldg & HevHwy Class 2 Locals 20,40,92,92b,100,175,284,438,377,637,908,957
ROSS	Painter	7/29/2015	7/29/2015	Painter Local 1275

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Prevailing Wage Rate
Skilled Crafts

Name of Union: Asbestos Local 207 OH

Change # : LCN01-2015fbLoc207OH

Craft : Asbestos Worker **Effective Date :** 10/14/2015 **Last Posted :** 10/14/2015

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Asbestos Abatement	$24.50	$6.70	$5.60	$0.65	$0.00	$0.00	$0.07	$0.00	$0.00	$37.52	$49.77
Trainee	$16.00	$6.70	$1.30	$0.65	$0.00	$0.00	$0.07	$0.00	$0.00	$24.72	$32.72

Special Calculation Note :

Ratio :

3 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA*, ATHENS, AUGLAIZE, BROWN, BUTLER*, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARDIN, HARRISON, HIGHLAND, HOCKING, HOLMES, HURON, KNOX, LAKE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MIAMI, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PORTAGE, PREBLE, RICHLAND, ROSS, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN*, WAYNE

Special Jurisdictional Note : Butler County:(townships of Fairfield,Hanover,Liberty,Milford,Morgan,Oxford,Ripley,Ross,StClair,Union & Wayne.) (Lemon & Madison) Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington). (Clear Creek,

Franklin, Mossie, Turtle Creek & Wayney). Ashtabula County: (post offices & townships of Ashtabula, Austinburg, Geneva, Harperfield, Jefferson, Plymouth & Saybrook) (townships of Andover, Cherry Valley, Colbrook, Canneaut, Denmark, Dorset, East Orwell, Hartsgrove, Kingville, Lenox, Monroe,Morgan,New Lyme,North Kingsville, Orwell, Pierpoint, Richmond Rock Creek, Rome, Shefield, Trumbull, Wayne, Williamsfield & Windsor) Erie County:(post offices & townships of Berlin, Berlin Heights,Birmingham,Florence ,Huron, Milan, Shinrock & Vermilion)

Details :

Asbestos & lead paint abatement including,but not limited to the removal or encapsulation of asbestos & lead paint,all work in conjunction with the preparation of the removal of same & all work in conjunction with the clean up after said removal.The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Abatement Workers.

On all mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) that are going to be demolished, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.
An Abatement Journeyman is anyone who has more than 300 hours in the Asbestos Abatement field.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Asbestos Local 50 Zone 1

Change # : LCN02-2015fbLoc50

Craft : Asbestos Worker **Effective Date :** 07/15/2015 **Last Posted :** 07/15/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulation Mechanic	$29.23		$6.16	$5.80	$0.30	$0.00	$2.00	$0.15	$0.00	$0.00	$43.64	$58.25
Firestop Technician	$29.23		$6.16	$5.80	$0.30	$0.00	$2.00	$0.15	$0.00	$0.00	$43.64	$58.25
Apprentice	Percent											
1st year	50.00	$14.62	$6.16	$0.00	$0.30	$0.00	$0.00	$0.15	$0.00	$0.00	$21.22	$28.53
2nd year	60.00	$17.54	$6.16	$0.75	$0.30	$0.00	$0.00	$0.15	$0.00	$0.00	$24.90	$33.67
3rd year	70.00	$20.46	$6.16	$1.45	$0.30	$0.00	$0.00	$0.15	$0.00	$0.00	$28.52	$38.75
4th year	80.00	$23.38	$6.16	$1.45	$0.30	$0.00	$0.00	$0.15	$0.00	$0.00	$31.44	$43.14

Special Calculation Note : Other is Industry Fund & Labor/Management Fund

Ratio :

4 Journeymen to 1 Apprentice Company Wide except no apprentice may work on the jobsite without a Mechanic

Jurisdiction (* denotes special jurisdictional note) :

ATHENS, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HARDIN, HOCKING, KNOX, LICKING, MADISON, MARION, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, ROSS, UNION, VINTON

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Boilermaker Local 105

Change # : LCN02-2013fbLoc 105

Craft : Boilermaker **Effective Date :** 10/01/2013 **Last Posted :** 09/25/2013

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Boilermaker	$35.26		$7.07	$13.28	$0.89	$0.00	$3.00	$0.55	$0.00	$0.00	$60.05	$77.68
Apprentice	Percent											
1st 6 months	70.03	$24.69	$7.07	$11.30	$0.89	$0.00	$2.10	$0.55	$0.00	$0.00	$46.60	$58.95
2nd 6 months	75.02	$26.45	$7.07	$11.30	$0.89	$0.00	$2.25	$0.55	$0.00	$0.00	$48.51	$61.74
3rd 6 months	80.00	$28.21	$7.07	$11.30	$0.89	$0.00	$2.40	$0.55	$0.00	$0.00	$50.42	$64.52
4th 6 months	85.02	$29.98	$7.07	$11.30	$0.89	$0.00	$2.55	$0.55	$0.00	$0.00	$52.34	$67.33
5th 6 months	87.52	$30.86	$7.07	$13.28	$0.89	$0.00	$2.63	$0.55	$0.00	$0.00	$55.28	$70.71
6th 6 months	90.03	$31.74	$7.07	$13.28	$0.89	$0.00	$2.70	$0.55	$0.00	$0.00	$56.23	$72.11
7th 6 months	92.50	$32.62	$7.07	$13.28	$0.89	$0.00	$2.78	$0.55	$0.00	$0.00	$57.19	$73.49
8th 6 months	95.00	$33.50	$7.07	$13.28	$0.89	$0.00	$2.85	$0.55	$0.00	$0.00	$58.14	$74.89

Special Calculation Note : Other is Supplemental Health and Welfare

Ratio :

5 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ATHENS, BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GREENE, GUERNSEY, HAMILTON, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MEIGS, MIAMI, MONTGOMERY, MORGAN,

MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PREBLE, ROSS, SCIOTO, VINTON, WARREN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 45

Change # : LCN01-2015fbLoc45

Craft : Bricklayer **Effective Date :** 06/01/2015 **Last Posted :** 05/20/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer	$30.11		$7.00	$5.84	$0.91	$0.00	$0.00	$0.00	$0.00	$0.00	$43.86	$58.91
Stone Mason	$30.11		$7.00	$5.84	$0.91	$0.00	$0.00	$0.00	$0.00	$0.00	$43.86	$58.91
Pointer Caulker Cleaner	$30.11		$7.00	$5.84	$0.91	$0.00	$0.00	$0.00	$0.00	$0.00	$43.86	$58.91
Cement Mason	$30.11		$7.00	$5.84	$0.91	$0.00	$0.00	$0.00	$0.00	$0.00	$43.86	$58.91
Plaster	$30.11		$7.00	$5.84	$0.91	$0.00	$0.00	$0.00	$0.00	$0.00	$43.86	$58.91
Refractory Worker	$30.99		$7.00	$5.84	$0.91	$0.00	$0.00	$0.00	$0.00	$0.00	$44.74	$60.24
Layout Man	$30.61		$7.00	$5.84	$0.91	$0.00	$0.00	$0.00	$0.00	$0.00	$44.36	$59.66
Apprentice Brick,Stone, Cement, Plasterers, Refractory & Pointer caulker Cleaners	**Percent**											
1st 6 month	50.00	$15.06	$7.00	$0.00	$0.91	$0.00	$0.00	$0.00	$0.00	$0.00	$22.96	$30.49
2nd 6 months	55.00	$16.56	$7.00	$0.00	$0.91	$0.00	$0.00	$0.00	$0.00	$0.00	$24.47	$32.75
3rd 6 months	60.00	$18.07	$7.00	$5.84	$0.91	$0.00	$0.00	$0.00	$0.00	$0.00	$31.82	$40.85
4th 6 months	65.00	$19.57	$7.00	$5.84	$0.91	$0.00	$0.00	$0.00	$0.00	$0.00	$33.32	$43.11
5th 6 months	70.00	$21.08	$7.00	$5.84	$0.91	$0.00	$0.00	$0.00	$0.00	$0.00	$34.83	$45.37
6th 6 months	75.00	$22.58	$7.00	$5.84	$0.91	$0.00	$0.00	$0.00	$0.00	$0.00	$36.33	$47.62
7th 6 months	80.00	$24.09	$7.00	$5.84	$0.91	$0.00	$0.00	$0.00	$0.00	$0.00	$37.84	$49.88
8th 6 months	90.00	$27.10	$7.00	$5.84	$0.91	$0.00	$0.00	$0.00	$0.00	$0.00	$40.85	$54.40
Mason Trainee 1-90 Days	45.00	$13.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.55	$20.32

91-365 Days	45.00	$13.55	$7.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20.55	$27.32
2nd Year	50.00	$15.06	$7.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.05	$29.58

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

3 Journeyman to 1 Apprentice
8 Journeyman to 2 Apprentice
13 Journeyman to 3 Apprentice
18 Journeyman to 4 Apprentice

1-2 Journeyman to 1 Apprentice permits 1 Mason Trainee
3-4 Journeyman to 2 Apprentice permits Requires 1 but allows 2 Mason Trainee
5-6 Journeyman to 2 Apprentice permits 2 Mason Trainee
7-10 Journeyman to 3 Apprentice permits 2 Mason Trainee

Jurisdiction (* denotes special jurisdictional note) :

FAYETTE, PIKE, ROSS, VINTON, JACKSON

Special Jurisdictional Note :

Details :

Mason Trainee work on a job site unless a registered apprentice is on the job and the ratios in table above will be strictly enforced.
BAT registered apprentice must be employed prior to hiring mason trainee (s). A mason trainee MAY NOT work on a jobsite unless a registered apprentice is on the job.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 55 Tile Setter

Change # : LCN01-2015fbLoc55

Craft : Bricklayer **Effective Date :** 07/08/2015 **Last Posted :** 07/08/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Setter	$25.40		$6.67	$5.69	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$38.29	$50.99
Marble Mason	$25.40		$6.67	$5.69	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$38.29	$50.99
Terrazzo Worker	$25.40		$6.67	$5.69	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$38.29	$50.99
Terrazzo Worker, Installation	$25.65		$6.67	$5.69	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$38.54	$51.36
Apprentice	**Percent**											
1st 6 months	60.00	$15.24	$6.67	$0.00	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$22.44	$30.06
2nd 6 months	70.00	$17.78	$6.67	$0.00	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$24.98	$33.87
3rd 6 months	75.00	$19.05	$6.67	$5.69	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$31.94	$41.46
4th 6 months	80.00	$20.32	$6.67	$5.69	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$33.21	$43.37
5th 6 months	85.00	$21.59	$6.67	$5.69	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$34.48	$45.28
6th 6 months	90.00	$22.86	$6.67	$5.69	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$35.75	$47.18

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.
Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

1 - 3 Journeyman to 1 Apprentice 4 - 8 Journeyman to 2 Apprentice 9 - 13 Journeyman to 3 Apprentice 14 - 18 Journeyman to 4 Apprentice	ATHENS, COSHOCTON, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HOCKING, JACKSON, KNOX, LICKING, MADISON, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, UNION, VINTON, WASHINGTON

Special Jurisdictional Note : Noble County: (Townships of Beaver, Buffalo, Seneca & Wayne)

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 55 Tile & Marble Finisher

Change # : LCN01-2015fbLoc55

Craft : Bricklayer **Effective Date :** 07/08/2015 **Last Posted :** 07/08/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Marble Finisher	$25.76		$2.45	$2.34	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$30.96	$43.84
Terrazzo Finisher	$26.01		$2.45	$2.34	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$31.21	$44.22
Floor Grinder	$26.31		$2.45	$2.34	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$31.51	$44.66
Base Grinder	$26.51		$2.45	$2.34	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$31.71	$44.97
Apprentice	**Percent**											
1st 6 months	60.00	$15.46	$2.45	$0.00	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$18.32	$26.04
2nd 6 months	70.00	$18.03	$2.45	$0.00	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$20.89	$29.91
3rd 6 months	75.00	$19.32	$2.45	$2.34	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$24.52	$34.18
4th 6 months	80.00	$20.61	$2.45	$2.34	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$25.81	$36.11
5th 6 months	85.00	$21.90	$2.45	$2.34	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$27.10	$38.04
6th 6 months	90.00	$23.18	$2.45	$2.34	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$28.38	$39.98
Apprentice Improver	40.00	$10.30	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.30	$15.46

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.
Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

1-2 Journeyman to 1 Apprentice
3-5Journeyman to 2 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ATHENS, BELMONT, COSHOCTON, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HOCKING, JACKSON, KNOX, LICKING, MADISON, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, UNION, VINTON, WASHINGTON

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Local 509 NE District Interior Systems

Change # : LCN01-2010mmLoc509Int Systems

Craft : Carpenter **Effective Date :** 06/17/2010 **Last Posted :** 06/17/2010

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Carpenter Window Shade Venetian Blinds Drapery Installer	$15.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$15.50	$23.25

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE,

PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Millwright Local 1519 SC District A

Change # : LCN01-2015fbLoc1519

Craft : Carpenter **Effective Date :** 05/20/2015 **Last Posted :** 05/20/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Millwright	$33.64		$6.58	$9.12	$0.36	$0.00	$2.50	$0.22	$0.00	$0.00	$52.42	$69.24
Apprentice	Percent											
1st 6 months	60.00	$20.18	$6.58	$9.12	$0.36	$0.00	$2.50	$0.22	$0.00	$0.00	$38.96	$49.06
2nd 6 months	65.00	$21.87	$6.58	$9.12	$0.36	$0.00	$2.50	$0.22	$0.00	$0.00	$40.65	$51.58
3rd 6 months	70.00	$23.55	$6.58	$9.12	$0.36	$0.00	$2.50	$0.22	$0.00	$0.00	$42.33	$54.10
4th 6 months	75.00	$25.23	$6.58	$9.12	$0.36	$0.00	$2.50	$0.22	$0.00	$0.00	$44.01	$56.62
5th 6 months	80.00	$26.91	$6.58	$9.12	$0.36	$0.00	$2.50	$0.22	$0.00	$0.00	$45.69	$59.15
6th 6 months	85.00	$28.59	$6.58	$9.12	$0.36	$0.00	$2.50	$0.22	$0.00	$0.00	$47.37	$61.67
7th 6 months	90.00	$30.28	$6.58	$9.12	$0.36	$0.00	$2.50	$0.22	$0.00	$0.00	$49.06	$64.19
8th 6 months	95.00	$31.96	$6.58	$9.12	$0.36	$0.00	$2.50	$0.22	$0.00	$0.00	$50.74	$66.72

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, FAYETTE, GALLIA, HIGHLAND, HOCKING, JACKSON, LAWRENCE, MEIGS, PIKE, ROSS, SCIOTO, VINTON

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter NE District Industrial Dock & Door

Change # : LCN01-2014fbCarpNEStatewide

Craft : Carpenter **Effective Date :** 03/05/2014 **Last Posted :** 03/05/2014

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	$19.70		$5.05	$1.00	$0.15	$0.00	$0.00	$0.00	$0.00	$0.00	$25.90	$35.75
Trainee	Percent											
1st Year	60.00	$11.82	$5.05	$1.00	$0.15	$0.00	$0.00	$0.00	$0.00	$0.00	$18.02	$23.93
2nd Year	80.20	$15.80	$5.05	$1.00	$0.15	$0.00	$0.00	$0.00	$0.00	$0.00	$22.00	$29.90

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

1 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL,

TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note : Industrial Dock and Door is the installation of overhead doors, roll up doors and dock leveling equipment

Details :
10/27/10 New Contract jc

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Statewide Office Systems

Change # : LCR02-2010jcJurSTWIDEOfficeSystems

Craft : Carpenter **Effective Date :** 07/28/2010 **Last Posted :** 07/28/2010

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Installers	$16.00		$5.47	$1.00	$0.08	$0.00	$0.00	$0.00			$22.55	$30.55
Helper	$9.50		$5.47	$0.00	$0.08	$0.00	$0.00	$0.00			$15.05	$19.80
Installer Trainee	Percent											
1st 6 months	59.40	$9.50	$5.47	$0.00	$0.08	$0.00	$0.00	$0.00			$15.05	$19.81
2nd 6 Months	62.00	$9.92	$5.47	$0.00	$0.08	$0.00	$0.00	$0.00			$15.47	$20.43
3rd 6 Months	65.00	$10.40	$5.47	$0.00	$0.08	$0.00	$0.00	$0.00			$15.95	$21.15
4th 6 Months	67.95	$10.87	$5.47	$0.79	$0.08	$0.00	$0.00	$0.00			$17.21	$22.65
5th 6 months	70.95	$11.35	$5.47	$0.83	$0.08	$0.00	$0.00	$0.00			$17.73	$23.41
6th 6 Months	73.90	$11.82	$5.47	$0.86	$0.08	$0.00	$0.00	$0.00			$18.23	$24.15
7th 6 Months	76.90	$12.30	$5.47	$0.90	$0.08	$0.00	$0.00	$0.00			$18.75	$24.91
8th 6 Months	79.85	$12.78	$5.47	$0.93	$0.08	$0.00	$0.00	$0.00			$19.26	$25.64
9th 6 months	82.80	$13.25	$5.47	$1.00	$0.08	$0.00	$0.00	$0.00			$19.80	$26.42

Special Calculation Note : Helper H&W after 90 days probationary period

Ratio :

1 Installer to 1 Trainee or 1 Helper

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER,

CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Office systems is defined as modular systems with demountable units such as desks, partitions and shelving. All work in connection with the assembly, reconfiguration and repairof all work in the office system field.
INSTALLER: is defined as a qualified office systems mechanic capable of laying out, estimating and installing various office system manufactured products.
INSTALL TRAINEE: is defined as a person training in the estimating, layout and installation in all facets of the office systems industry. An installer trainee will work to assist an installer or lead installer in all installations. He is NOT permitted to work without the assistance of lead installer
INSTALL HELPER: is defined as a person who assists in the delivery,staging and clean up of related office system work. He is NOT to be involved with the installation or layout of work related to office systems. Receiving,unloading,unpacking,& removal of rubbish shall be done by install helpers.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter & Pile Driver Local 437 SC District C Commercial

Change # : LCN01-2015fbLoc437&650

Craft : Carpenter **Effective Date :** 05/20/2015 **Last Posted :** 05/20/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	$25.84		$6.45	$9.89	$0.36	$0.00	$1.75	$0.22	$0.00	$0.00	$44.51	$57.43
Apprentice paid at % of each class above plus listed fringes	Percent											
1st 6 Months	60.00	$15.50	$6.45	$4.51	$0.36	$0.00	$0.00	$0.22	$0.00	$0.00	$27.04	$34.80
2nd 6 Months	65.00	$16.80	$6.45	$4.51	$0.36	$0.00	$0.00	$0.22	$0.00	$0.00	$28.34	$36.73
3rd 6 Months	70.00	$18.09	$6.45	$5.51	$0.36	$0.00	$0.50	$0.22	$0.00	$0.00	$31.13	$40.17
4th 6 Months	75.00	$19.38	$6.45	$5.51	$0.36	$0.00	$0.50	$0.22	$0.00	$0.00	$32.42	$42.11
5th 6 Months	80.00	$20.67	$6.45	$6.51	$0.36	$0.00	$0.75	$0.22	$0.00	$0.00	$34.96	$45.30
6th 6 Months	85.00	$21.96	$6.45	$6.51	$0.36	$0.00	$0.75	$0.22	$0.00	$0.00	$36.25	$47.24
7th 6 Months	90.00	$23.26	$6.45	$7.51	$0.36	$0.00	$1.00	$0.22	$0.00	$0.00	$38.80	$50.42
8th 6 Months	95.00	$24.55	$6.45	$7.51	$0.36	$0.00	$1.00	$0.22	$0.00	$0.00	$40.09	$52.36

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, FAYETTE, HIGHLAND, JACKSON,

LAWRENCE*, PIKE, ROSS, SCIOTO

Special Jurisdictional Note : Lawrence County: Except east of State Route 775

Details :

Workmen employed on scaffold work, shafts, elevators, open structures or hazardous work, etc. shall be paid a rate of twenty-five cents ($0.25) per hour above the regular scale of wages at 40 feet and five ($0.05) per hour for every ten feet thereafter.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter & Pile Driver Local 437 SC District C Industrial

Change # : LCN01-2015fbLoc437&650

Craft : Carpenter **Effective Date :** 05/20/2015 **Last Posted :** 05/20/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	$29.32		$6.45	$9.51	$0.36	$0.00	$1.75	$0.22	$0.00	$0.00	$47.61	$62.27
Pile Driver	$29.72		$6.45	$9.51	$0.36	$0.00	$1.75	$0.22	$0.00	$0.00	$48.01	$62.87
Apprentice paid at % of each class above plus listed fringes	**Percent**											
1st 6 Months	60.00	$17.59	$6.45	$4.51	$0.36	$0.00	$0.00	$0.22	$0.00	$0.00	$29.13	$37.93
2nd 6 Months	65.00	$19.06	$6.45	$4.51	$0.36	$0.00	$0.00	$0.22	$0.00	$0.00	$30.60	$40.13
3rd 6 Months	70.00	$20.52	$6.45	$5.51	$0.36	$0.00	$0.50	$0.22	$0.00	$0.00	$33.56	$43.83
4th 6 Months	75.00	$21.99	$6.45	$5.51	$0.36	$0.00	$0.50	$0.22	$0.00	$0.00	$35.03	$46.03
5th 6 Months	80.00	$23.46	$6.45	$6.51	$0.36	$0.00	$0.75	$0.22	$0.00	$0.00	$37.75	$49.47
6th 6 Months	85.00	$24.92	$6.45	$6.51	$0.36	$0.00	$0.75	$0.22	$0.00	$0.00	$39.21	$51.67
7th 6 Months	90.00	$26.39	$6.45	$7.51	$0.36	$0.00	$1.00	$0.22	$0.00	$0.00	$41.93	$55.12
8th 6 Months	95.00	$27.85	$6.45	$7.51	$0.36	$0.00	$1.00	$0.22	$0.00	$0.00	$43.39	$57.32

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

3 Journeymen to 1 Apprentice	ADAMS, FAYETTE, HIGHLAND, JACKSON, LAWRENCE*, PIKE, ROSS, SCIOTO

Special Jurisdictional Note : Lawrence County: Except east of State Route 775

Details :

Workmen employed on scaffold work, shafts, elevators, open structures or hazardous work, etc. shall be paid a rate of twenty-five cents ($0.25) per hour above the regular scale of wages at 40 feet and five ($0.05) per hour for every ten feet thereafter.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter & Piledriver SC District HevHwy

Change # : LCN01-2015fbLoc200

Craft : Carpenter **Effective Date :** 05/20/2015 **Last Posted :** 05/20/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	$28.45		$6.45	$6.31	$0.36	$0.00	$1.35	$0.10	$0.00	$0.00	$43.02	$57.25
Piledriver	$28.45		$6.45	$6.31	$0.36	$0.00	$1.35	$0.10	$0.00	$0.00	$43.02	$57.25
Apprentice	Percent											
1st 6 months	60.00	$17.07	$6.45	$6.31	$0.36	$0.00	$1.35	$0.10	$0.00	$0.00	$31.64	$40.18
2nd 6 months	65.00	$18.49	$6.45	$6.31	$0.36	$0.00	$1.35	$0.10	$0.00	$0.00	$33.06	$42.31
3rd 6 months	70.02	$19.92	$6.45	$6.31	$0.36	$0.00	$1.35	$0.10	$0.00	$0.00	$34.49	$44.45
4th 6 months	75.00	$21.34	$6.45	$6.31	$0.36	$0.00	$1.35	$0.10	$0.00	$0.00	$35.91	$46.58
5th 6 months	80.00	$22.76	$6.45	$6.31	$0.36	$0.00	$1.35	$0.10	$0.00	$0.00	$37.33	$48.71
6th 6 months	85.00	$24.18	$6.45	$6.31	$0.36	$0.00	$1.35	$0.10	$0.00	$0.00	$38.75	$50.84
7th 6 months	90.02	$25.61	$6.45	$6.31	$0.36	$0.00	$1.35	$0.10	$0.00	$0.00	$40.18	$52.99
8th 6 months	95.00	$27.03	$6.45	$6.31	$0.36	$0.00	$1.35	$0.10	$0.00	$0.00	$41.60	$55.11

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

2 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE,

ROSS, SCIOTO, UNION, VINTON, WASHINGTON

Special Jurisdictional Note : **Highway Construction, Airport Construction, Heavy Construction but not limited to: (Tunnels, subways, drainage projects, flood control, reservoirs). Railroad Construction, Sewer Waterworks & Utility Construction but not limited to: (storm sewers, waterlines, gaslines). Industrial & Building site, Power Plant, Amusement Park, Athletic stadium site, Sewer and Water Plants. When the contractor furnishes the necessary underwater gear for the diver, the diver shall be paid one and one half (1 & 1/2) times the journeyman rate for the time spent in the water.

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 HevHwy A

Change # : LCN01-2015fbHvyHwy

Craft : Bricklayer **Effective Date :** 06/03/2015 **Last Posted :** 06/03/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Sewer Water Treatment A	$28.49		$7.45	$4.75	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$41.10	$55.35
Apprentice	Percent											
1st year	50.00	$14.25	$7.45	$4.75	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$26.85	$33.98
2nd year	70.00	$19.94	$7.45	$4.75	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$32.55	$42.52
3rd year	90.00	$25.64	$7.45	$4.75	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$38.25	$51.07

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

3 Journeymen to 1 Apprentice
6 Journeymen to 2 Apprentice
9 Journeymen to 3 Apprentice
12 Journeymen to 4 Apprentice
15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA,

MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.
(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 HevHwy B

Change # : LCN01-2015fbHvyHwy

Craft : Bricklayer **Effective Date :** 06/03/2015 **Last Posted :** 06/03/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	$29.48		$7.45	$4.75	$0.42	$0.00	$0.00	$0.00	$0.00	$0.00	$42.10	$56.84
Apprentice	Percent											
1st year	50.00	$14.74	$7.45	$4.75	$0.42	$0.00	$0.00	$0.00	$0.00	$0.00	$27.36	$34.73
2nd year	70.00	$20.64	$7.45	$4.75	$0.42	$0.00	$0.00	$0.00	$0.00	$0.00	$33.26	$43.57
3rd year	90.00	$26.53	$7.45	$4.75	$0.42	$0.00	$0.00	$0.00	$0.00	$0.00	$39.15	$52.42

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

3 Journeymen to 1 Apprentice
6 Journeymen to 2 Apprentice
9 Journeymen to 2 Apprentice
12 Journeymen to 4 Apprentice
15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN,

LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.
(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Local 132 HvyHwy District III (B)

Change # : LCN01-2015fbHvyHwy

Craft : Cement Mason **Effective Date :** 05/07/2015 **Last Posted :** 05/07/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason (B)	$26.54		$7.19	$6.00	$0.55	$0.00	$2.10	$0.00	$0.00	$0.00	$42.38	$55.65
Apprentice	Percent											
1st Year	60.00	$15.92	$7.19	$6.00	$0.55	$0.00	$2.10	$0.00	$0.00	$0.00	$31.76	$39.73
2nd Year	75.00	$19.91	$7.19	$6.00	$0.55	$0.00	$2.10	$0.00	$0.00	$0.00	$35.75	$45.70
3rd Year	90.00	$23.89	$7.19	$6.00	$0.55	$0.00	$2.10	$0.00	$0.00	$0.00	$39.73	$51.67

Special Calculation Note : Work performed in accordance with detail (A) please see Cement Mason HevHwy District 1 (A) wage sheet

Ratio :

2 Journeymen to 1 Apprentice
Company Wide

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, CARROLL, CHAMPAIGN, CLARK, CLINTON, COSHOCTON, CRAWFORD, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GREENE, GUERNSEY, HARDIN, HARRISON, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, TUSCARAWAS, UNION, VAN WERT, VINTON, WASHINGTON, WAYNE, WYANDOT

Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy Construction, Airport Construction Or Railroad Construction Work.

(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Local 132 (Columbus)

Change # : LCN01-2015fbLoc132

Craft : Cement **Effective Date :** 06/01/2015 **Last Posted :** 05/27/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$24.48		$7.05	$3.50	$0.60	$0.00	$2.75	$0.00	$0.00	$0.00	$38.38	$50.62
Apprentice	Percent											
1st yr	60.00	$14.69	$7.05	$3.50	$0.60	$0.00	$2.75	$0.00	$0.00	$0.00	$28.59	$35.93
2nd yr	70.00	$17.14	$7.05	$3.50	$0.60	$0.00	$2.75	$0.00	$0.00	$0.00	$31.04	$39.60
3rd yr	85.00	$20.81	$7.05	$3.50	$0.60	$0.00	$2.75	$0.00	$0.00	$0.00	$34.71	$45.11

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HOCKING, KNOX, LICKING, MADISON, MARION, MORROW, MUSKINGUM, PERRY, PICKAWAY, RICHLAND, ROSS, UNION, VINTON, WYANDOT

Special Jurisdictional Note :

Details :

Working on swing stage, slip scaffold or window jack scaffold shall receive the following rates:
$.50 above the regular rate for heights up to fifty (50) feet above grade level
$1.00 above the regular rate for heights over fifty (50) feet above grade level

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 575 Inside

Change # : LCN01-2014fbLoc575in

Craft : Electrical **Effective Date :** 06/02/2014 **Last Posted :** 05/25/2014

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	$31.70		$7.45	$0.95	$0.50	$0.00	$5.31	$0.00	$0.00	$0.00	$45.91	$61.76
50 to 100 feet	$34.87		$7.45	$1.05	$0.50	$0.00	$5.31	$0.00	$0.00	$0.00	$49.18	$66.61
1000 to 200 feet	$47.55		$7.45	$1.43	$0.50	$0.00	$5.31	$0.00	$0.00	$0.00	$62.24	$86.01
200 feet & over	$63.40		$7.45	$1.90	$0.50	$0.00	$5.31	$0.00	$0.00	$0.00	$78.56	$110.26
Apprentice	**Percent**											
1st period 0-1000 hrs	40.00	$12.68	$7.45	$0.38	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$21.01	$27.35
2nd period 1001-2000 hrs	45.00	$14.27	$7.45	$0.43	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$22.64	$29.78
3rd period 2001-3500 hrs	55.00	$17.44	$7.45	$0.52	$0.50	$0.00	$5.31	$0.00	$0.00	$0.00	$31.21	$39.93
4th period 3501-5000 hrs	65.02	$20.61	$7.45	$0.62	$0.50	$0.00	$5.31	$0.00	$0.00	$0.00	$34.49	$44.80
5th period 5001-6000 hrs	75.02	$23.78	$7.45	$0.71	$0.50	$0.00	$5.31	$0.00	$0.00	$0.00	$37.75	$49.64
6th period 6501 - 8000 hrs	85.02	$26.95	$7.45	$0.81	$0.50	$0.00	$5.31	$0.00	$0.00	$0.00	$41.02	$54.50

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

Journeymen Apprentices	ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON, PICKAWAY*, PIKE, ROSS, SCIOTO, VINTON*
1 to 3 to 2	
4 to 6 to 4	
7 to 9 to 6 etc.	

Special Jurisdictional Note : In Pickaway County the following townships: Deer Creek ,Perry, Pickaway, Salt Creek and Wayne.
In Vinton County the following townships: Clinton, Eagle, Elk, Harrison, Jackson, Richland, and Swan.

Details :
When workmen are required to work fifty feet or higher from the ground or floor level from trusses, stacks, tanks, boatswain chair, scaffolds, platforms, buckets, J.L.G. lifts with platforms (motorized or manual), catwalks, floors & decks where there are openings and the workmen are subject to a direct fall, the workmen's straight time rate shall be as shown above.

No high rates are required for work performed from bucket trucks or high lifts, on permanent decking, floors and catwalks with permanent hand rails, 40' extension ladders originating from ground level or lighting poles and towers where work is performed on permanent catwalks with handrails.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 575 Inside Lt Commercial South West

Change # : LCN01-2014fbLoc575in

Craft : Electrical **Effective Date :** 03/05/2014 **Last Posted :** 03/05/2014

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	$31.70		$7.20	$0.95	$0.40	$0.00	$5.31	$0.00	$0.00	$0.10	$45.66	$61.51
50 to 100 feet	$33.76		$7.05	$1.01	$0.40	$0.00	$4.61	$0.00	$0.00	$0.00	$46.83	$63.71
1000 to 200 feet	$46.04		$7.05	$1.38	$0.40	$0.00	$4.61	$0.00	$0.00	$0.00	$59.48	$82.50
200 feet & over	$61.38		$7.05	$1.84	$0.40	$0.00	$4.61	$0.00	$0.00	$0.00	$75.28	$105.97
CE-3 12,001-14,000 Hrs	$20.11		$4.62	$0.60	$0.64	$0.00	$0.60	$0.00	$0.00	$0.10	$26.67	$36.73
CE-2 10,001-12,000 Hrs	$15.80		$4.62	$0.47	$0.64	$0.00	$0.47	$0.00	$0.00	$0.10	$22.10	$30.00
CE-1 8,001-10,000 Hrs	$14.37		$4.62	$0.43	$0.64	$0.00	$0.43	$0.00	$0.00	$0.10	$20.59	$27.78
CW-4 6,001-8,000 Hrs	$12.93		$4.62	$0.39	$0.64	$0.00	$0.39	$0.00	$0.00	$0.10	$19.07	$25.54
CW-3 4,001-6,000 Hrs	$11.49		$4.62	$0.34	$0.64	$0.00	$0.34	$0.00	$0.00	$0.10	$17.53	$23.28
CW-2 2,001-4,000 Hrs	$10.06		$4.62	$0.30	$0.64	$0.00	$0.30	$0.00	$0.00	$0.10	$16.02	$21.05
CW-1 0-2,000 Hrs	$10.06		$4.62	$0.30	$0.64	$0.00	$0.30	$0.00	$0.00	$0.10	$16.02	$21.05
Apprentice	**Percent**											
1st period 0-1000 hrs	40.00	$12.68	$7.20	$0.38	$0.40	$0.00	$0.00	$0.00	$0.00	$0.10	$20.76	$27.10
2nd period 1001-2000 hrs	45.00	$14.27	$7.20	$0.43	$0.40	$0.00	$0.00	$0.00	$0.00	$0.10	$22.39	$29.53
3rd period	55.00	$17.44	$7.20	$0.52	$0.40	$0.00	$5.31	$0.00	$0.00	$0.10	$30.96	$39.68

2001-3500 hrs												
4th period 3501-5000 hrs	65.00	$20.60	$7.20	$0.62	$0.40	$0.00	$5.31	$0.00	$0.00	$0.10	$34.24	$44.54
5th period 5001-6000 hrs	74.70	$23.68	$7.20	$0.71	$0.40	$0.00	$5.31	$0.00	$0.00	$0.10	$37.40	$49.24
6th period 6501 - 8000 hrs	85.00	$26.94	$7.20	$0.81	$0.40	$0.00	$5.31	$0.00	$0.00	$0.10	$40.77	$54.24

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

Journeymen Apprentices
1 to 3 to 2
4 to 6 to 4
7 to 9 to 6 etc.

Construction Electrician and Construction Wireman Ratio
There shall be a minimum ratio of one inside Journeyman to every (4) employees of different classification per jobsite. An inside Journeyman Wireman is required on the project as the fifth (5th) worker or when apprentices are used.

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, FAYETTE, HIGHLAND, HOCKING, PICKAWAY*, ROSS

Special Jurisdictional Note : In Pickaway County the following townships: Deer Creek ,Perry, Pickaway, Salt Creek and Wayne.

The scope of work for the light commercial agreement shall apply to the following facilities not to exceed 200,000 square feet; office buildings, shopping centers, auto sales agencies and garages, churches, funeral homes, nursing homes, hotels, retail and wholesale facilities, small stand-alone manufacturing facilities when free standing and not part of a larger facility (not to exceed 50,000 square fee), solar projects (500 panels or less) unless otherwise covered under the agreement, lighting retrofits (when not associated with remodels involving branch re-circuiting) lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures, warehouses, gas stations, food service centers, restaurants, entertainment facilities, hospitals, clinics, motels, residential buildings.

Details :

When workmen are required to work fifty feet or higher from the ground or floor level from trusses, stacks, tanks, boatswain chair, scaffolds, platforms, buckets, J.L.G. lifts with platforms (motorized or manual), catwalks, floors & decks where there are openings and the workmen are subject to a direct fall, the workmen's straight time rate shall be as shown above.

No high rates are required for work performed from bucket trucks or high lifts, on permanent decking, floors and catwalks with permanent hand rails, 40' extension ladders originating from ground level or lighting poles and towers where work is performed on permanent catwalks with handrails.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 575 Voice Data Video

Change # : LCN01-2015fbLoc575VDV

Craft : Voice Data Video **Effective Date :** 07/15/2015 **Last Posted :** 07/15/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician B	$24.99		$6.70	$0.75	$0.70	$0.48	$0.50	$0.58	$0.00	$0.00	$34.70	$47.20
Installer Technician A	$25.74		$6.70	$0.77	$0.70	$0.50	$0.50	$0.59	$0.00	$0.00	$35.50	$48.37
Cable Puller	$13.74		$6.70	$0.41	$0.70	$0.26	$0.50	$0.32	$0.00	$0.00	$22.63	$29.50
Apprentices	**Percent**											
1st Period 750 hours	55.00	$13.74	$6.70	$0.41	$0.70	$0.26	$0.50	$0.32	$0.00	$0.00	$22.63	$29.51
2nd Period 750 hours	60.00	$14.99	$6.70	$0.45	$0.70	$0.29	$0.50	$0.35	$0.00	$0.00	$23.98	$31.48
3rd Period 750 hours	65.00	$16.24	$6.70	$0.49	$0.70	$0.31	$0.50	$0.38	$0.00	$0.00	$25.32	$33.45
4th Period 750 hours	70.00	$17.49	$6.70	$0.53	$0.70	$0.34	$0.50	$0.40	$0.00	$0.00	$26.66	$35.41
5th Period 750 hours	75.00	$18.74	$6.70	$0.56	$0.70	$0.36	$0.50	$0.43	$0.00	$0.00	$27.99	$37.36
6th Period 750 hours	80.00	$19.99	$6.70	$0.60	$0.70	$0.38	$0.50	$0.46	$0.00	$0.00	$29.33	$39.33

Special Calculation Note : Other is for Holiday Pay.

Ratio :

1 Apprentice to 1 Installer Technician

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON, PICKAWAY*, PIKE, ROSS, SCIOTO, VINTON*

Special Jurisdictional Note : In Pickaway County the following townships: Deer Creek, Perry, Pickaway, Salt Creek and Wayne. In Vinton County the following townships: Clinton, Eagle, Elk, Harrison, Jackson, Richland and Swan.

Details :

An employee who is required to wear an electronic device after hours will receive an additional 1.00 per hour for all hours worked.

HOLIDAYS: Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day, New Years Day.

The following work is EXCLUDED from the Teledata Technician work scope:

- Installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.

- Installation of conduit &/or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater than 10 foot.

- Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit

- All HVAC control work.

TECHNICIAN (A) is a Technician B who holds a current Technician Certification from BICSI (Building Industry Consulting Service International, Inc.)

CABLE PULLERS are for the installation of cable from one termination point to another.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 High Tension Pipe Type Cable

Change # : LCN01-2015fbLoc7

Craft : Lineman Effective Date : 03/11/2015 Last Posted : 03/11/2015

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	$39.19	$5.00	$1.18	$0.39	$0.00	$8.62	$0.30	$0.00	$0.00	$54.68	$74.28
Certified Lineman Welder	$39.19	$5.00	$1.18	$0.39	$0.00	$8.62	$0.30	$0.00	$0.00	$54.68	$74.28
Certified Cable Splicer	$39.19	$5.00	$1.18	$0.39	$0.00	$8.62	$0.30	$0.00	$0.00	$54.68	$74.28
Operator A	$31.27	$5.00	$0.94	$0.31	$0.00	$6.88	$0.30	$0.00	$0.00	$44.70	$60.34
Operator B	$28.31	$5.00	$0.85	$0.28	$0.00	$6.23	$0.30	$0.00	$0.00	$40.97	$55.13
Operator C	$25.34	$5.00	$0.76	$0.25	$0.00	$5.57	$0.30	$0.00	$0.00	$37.22	$49.89
Groundman 0-12 months Exp	$19.60	$5.00	$0.59	$0.20	$0.00	$4.31	$0.30	$0.00	$0.00	$30.00	$39.80
Groundman 0-12 months Exp w/CDL	$21.55	$5.00	$0.65	$0.22	$0.00	$4.74	$0.30	$0.00	$0.00	$32.46	$43.24
Groundman 1 yr or more	$21.55	$5.00	$0.65	$0.22	$0.00	$4.74	$0.30	$0.00	$0.00	$32.46	$43.24
Groundman 1 yr or more w/CDL	$25.47	$5.00	$0.76	$0.25	$0.00	$5.50	$0.30	$0.00	$0.00	$37.28	$50.01
Equipment Mechanic A	$31.27	$5.00	$0.94	$0.31	$0.00	$6.88	$0.30	$0.00	$0.00	$44.70	$60.34
Equipment Mechanic B	$28.31	$5.00	$0.85	$0.28	$0.00	$6.23	$0.30	$0.00	$0.00	$40.97	$55.13
Equipment Mechanic C	$25.34	$5.00	$0.76	$0.25	$0.00	$5.57	$0.30	$0.00	$0.00	$37.22	$49.89

X-Ray Technician	$39.19		$5.00	$1.18	$0.39	$0.00	$8.62	$0.30	$0.00	$0.00	$54.68	$74.28
Apprentice	**Percent**											
1st 1000 hrs	60.00	$23.51	$5.00	$0.71	$0.24	$0.00	$5.17	$0.30	$0.00	$0.00	$34.93	$46.69
2nd 1000 hrs	65.00	$25.47	$5.00	$0.76	$0.25	$0.00	$5.60	$0.30	$0.00	$0.00	$37.38	$50.12
3rd 1000 hrs	70.00	$27.43	$5.00	$0.82	$0.27	$0.00	$6.03	$0.30	$0.00	$0.00	$39.85	$53.57
4th 1000 hrs	75.00	$29.39	$5.00	$0.88	$0.29	$0.00	$6.47	$0.30	$0.00	$0.00	$42.33	$57.03
5th 1000 hrs	80.00	$31.35	$5.00	$0.94	$0.31	$0.00	$6.90	$0.30	$0.00	$0.00	$44.80	$60.48
6th 1000 hrs	85.00	$33.31	$5.00	$1.00	$0.33	$0.00	$7.33	$0.30	$0.00	$0.00	$47.27	$63.93
7th 1000 hrs	90.00	$35.27	$5.00	$1.06	$0.35	$0.00	$7.76	$0.30	$0.00	$0.00	$49.74	$67.38

Special Calculation Note : Other is Health Retirement Account

Operator "A"
John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).

Operator "B"
Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger-wheeled or tracked, all Tension wire Stringing equipment.

Operator "C"
Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

*All Operators of cranes 45 ton or larger shall be paid the journeyman rate of pay. $0.30 is for Health Retirement Account.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE,

PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

Heli - Arc Welding will be paid $.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Change # : LCN01-2015fbLoc7

Craft : Lineman **Effective Date :** 03/11/2015 **Last Posted :** 03/11/2015

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	$37.17	$5.00	$1.12	$0.37	$0.00	$8.18	$0.30	$0.00	$0.00	$52.14	$70.72
Substation Technician	$37.17	$5.00	$1.12	$0.37	$0.00	$8.18	$0.30	$0.00	$0.00	$52.14	$70.72
Cable Splicer	$38.89	$5.00	$1.17	$0.39	$0.00	$8.56	$0.30	$0.00	$0.00	$54.31	$73.75
Operator A	$33.42	$5.00	$1.00	$0.33	$0.00	$7.35	$0.30	$0.00	$0.00	$47.40	$64.11
Operator B	$29.65	$5.00	$0.89	$0.30	$0.00	$6.52	$0.30	$0.00	$0.00	$42.66	$57.48
Operator C	$24.01	$5.00	$0.72	$0.24	$0.00	$5.28	$0.30	$0.00	$0.00	$35.55	$47.56
Groundman 0-12 months Exp	$18.59	$5.00	$0.56	$0.19	$0.00	$4.09	$0.30	$0.00	$0.00	$28.73	$38.02
Groundman 0-12 months Exp w/CDL	$20.44	$5.00	$0.61	$0.20	$0.00	$4.50	$0.30	$0.00	$0.00	$31.05	$41.27
Groundman 1 yr or more	$20.44	$5.00	$0.61	$0.20	$0.00	$4.50	$0.30	$0.00	$0.00	$31.05	$41.27
Groundman 1 yr or more w/CDL	$24.16	$5.00	$0.72	$0.24	$0.00	$5.32	$0.30	$0.00	$0.00	$35.74	$47.82
Equipment Mechanic A	$29.65	$5.00	$0.89	$0.30	$0.00	$6.52	$0.30	$0.00	$0.00	$42.66	$57.48
Equipment Mechanic B	$26.84	$5.00	$0.81	$0.27	$0.00	$5.90	$0.30	$0.00	$0.00	$39.12	$52.54
Equipment Mechanic C	$24.01	$5.00	$0.72	$0.24	$0.00	$5.28	$0.30	$0.00	$0.00	$35.55	$47.56
Line Truck w/uuger	$26.45	$5.00	$0.79	$0.26	$0.00	$5.82	$0.30	$0.00	$0.00	$38.62	$51.84

Apprentice	Percent											
1st 1000 hrs	60.00	$22.30	$5.00	$0.67	$0.22	$0.00	$4.91	$0.30	$0.00	$0.00	$33.40	$44.55
2nd 1000 hrs	65.00	$24.16	$5.00	$0.72	$0.24	$0.00	$5.32	$0.30	$0.00	$0.00	$35.74	$47.82
3rd 1000 hrs	70.00	$26.02	$5.00	$0.78	$0.26	$0.00	$5.72	$0.30	$0.00	$0.00	$38.08	$51.09
4th 1000 hrs	75.00	$27.88	$5.00	$0.84	$0.28	$0.00	$6.13	$0.30	$0.00	$0.00	$40.43	$54.37
5th 1000 hrs	80.00	$29.74	$5.00	$0.89	$0.30	$0.00	$6.54	$0.30	$0.00	$0.00	$42.77	$57.63
6th 1000 hrs	85.00	$31.59	$5.00	$0.95	$0.33	$0.00	$6.95	$0.30	$0.00	$0.00	$45.12	$60.92
7th 1000 hrs	90.00	$33.45	$5.00	$1.00	$0.33	$0.00	$7.36	$0.30	$0.00	$0.00	$47.44	$64.17

Special Calculation Note : Other is Health Retirement Account

Operator "A"
John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).

Operator "B"
Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger-wheeled or tracked, all Tension wire Stringing equipment.

Operator "C"
Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note : 0.30 is for Health Retirement Account.

Details :

Heli - Arc Welding will be paid $.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Outside (Central OH Chapter)

Change # : LCR01-2015fbLoc71CentralOhio

Craft : Lineman **Effective Date :** 03/11/2015 **Last Posted :** 03/11/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$35.02		$5.00	$1.05	$0.35	$0.00	$6.30	$0.06	$0.00	$0.00	$47.78	$65.29
Traffic Signal & Lighting Journeyman	$33.72		$5.00	$1.01	$0.34	$0.00	$6.07	$0.06	$0.00	$0.00	$46.20	$63.06
Equipment Operator	$31.52		$5.00	$0.95	$0.32	$0.00	$5.67	$0.06	$0.00	$0.00	$43.52	$59.28
Groundman 0-12 months	$19.26		$5.00	$0.58	$0.19	$0.00	$3.47	$0.06	$0.00	$0.00	$28.56	$38.19
Groundman 1 year plus	$22.76		$5.00	$0.68	$0.23	$0.00	$4.10	$0.06	$0.00	$0.00	$32.83	$44.21
Traffic Signal Apprentices												
1st 1,000 hours	$20.23		$5.00	$0.61	$0.20	$0.00	$3.64	$0.06	$0.00	$0.00	$29.74	$39.86
2nd 1,000 hours	$21.92		$5.00	$0.66	$0.22	$0.00	$3.95	$0.06	$0.00	$0.00	$31.81	$42.77
3rd 1,000 hours	$23.60		$5.00	$0.71	$0.24	$0.00	$4.25	$0.06	$0.00	$0.00	$33.86	$45.66
4th 1,000 hours	$25.29		$5.00	$0.76	$0.25	$0.00	$4.55	$0.06	$0.00	$0.00	$35.91	$48.56
5th 1,000 hours	$26.98		$5.00	$0.81	$0.27	$0.00	$4.86	$0.06	$0.00	$0.00	$37.98	$51.47
6th 1,000 hours	$30.35		$5.00	$0.91	$0.30	$0.00	$5.46	$0.06	$0.00	$0.00	$42.08	$57.26
Apprentice Lineman	**Percent**											
1st 1,000 Hours	60.00	$21.01	$5.00	$0.63	$0.21	$0.00	$3.78	$0.06	$0.00	$0.00	$30.69	$41.20
2nd 1,000 Hours	65.00	$22.76	$5.00	$0.68	$0.23	$0.00	$4.10	$0.06	$0.00	$0.00	$32.83	$44.21

3rd 1,000 Hours	70.00	$24.51	$5.00	$0.74	$0.25	$0.00	$4.41	$0.06	$0.00	$0.00	$34.97	$47.23
4th 1,000 Hours	75.00	$26.26	$5.00	$0.79	$0.26	$0.00	$4.73	$0.06	$0.00	$0.00	$37.11	$50.24
5th 1,000 Hours	80.00	$28.02	$5.00	$0.84	$0.28	$0.00	$5.04	$0.06	$0.00	$0.00	$39.24	$53.24
6th 1,000 Hours	85.00	$29.77	$5.00	$0.89	$0.30	$0.00	$5.36	$0.06	$0.00	$0.00	$41.38	$56.26
7th 1,000 Hours	90.00	$31.52	$5.00	$0.95	$0.32	$0.00	$5.67	$0.06	$0.00	$0.00	$43.52	$59.28

Special Calculation Note : Other is National Electrical Benefit Fund (NEBF) and Safety & Education Fund.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ATHENS, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, KNOX, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, RICHLAND, ROSS, SCIOTO, TUSCARAWAS, UNION, VINTON, WASHINGTON

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeyman Lineman, Traffic Signal and Lighting Journeyman or Equipment Operator in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an Apprentice.

No more than three (3) Groundmen shall work alone. Jobs with more that three Groundmen shall be supervised by a Groundcrew Foreman, Journeyman Lineman, Journeyman Traffic Signal Technician or an Equipment Operator.

Scope of Work: installation and maintenance of highway and street lighting, highway and street sign lighting, electronic message boards and traffic control systems, camera systems, traffic signal work, substation and line construction including overhead and underground projects for private and industrial work as in accordance with the IBEW Constitution. This Agreement includes the operation of all tools and equipment necessary for the installation of the above projects.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Outside (Central OH Chapter)

Change # : LCR01-2015fbLoc71CentralOhio

Craft : Lineman Effective Date : 12/28/2015 Last Posted : 03/11/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$35.82		$5.25	$1.07	$0.36	$0.00	$6.45	$0.06	$0.00	$0.00	$49.01	$66.92
Traffic Signal & Lighting Journeyman	$34.48		$5.25	$1.03	$0.34	$0.00	$6.21	$0.06	$0.00	$0.00	$47.37	$64.61
Equipment Operator	$32.24		$5.25	$0.97	$0.32	$0.00	$5.80	$0.06	$0.00	$0.00	$44.64	$60.76
Groundman 0-12 months	$19.70		$5.25	$0.59	$0.20	$0.00	$3.55	$0.06	$0.00	$0.00	$29.35	$39.20
Groundman 1 year plus	$23.28		$5.25	$0.70	$0.23	$0.00	$4.19	$0.06	$0.00	$0.00	$33.71	$45.35
Traffic Signal Apprentices												
1st 1,000 hours	$20.69		$5.25	$0.62	$0.21	$0.00	$3.72	$0.06	$0.00	$0.00	$30.55	$40.90
2nd 1,000 hours	$22.41		$5.25	$0.67	$0.22	$0.00	$4.03	$0.06	$0.00	$0.00	$32.64	$43.85
3rd 1,000 hours	$24.14		$5.25	$0.72	$0.24	$0.00	$4.35	$0.06	$0.00	$0.00	$34.76	$46.83
4th 1,000 hours	$25.86		$5.25	$0.78	$0.26	$0.00	$4.65	$0.06	$0.00	$0.00	$36.86	$49.79
5th 1,000 hours	$27.58		$5.25	$0.83	$0.28	$0.00	$4.96	$0.06	$0.00	$0.00	$38.96	$52.75
6th 1,000 hours	$31.03		$5.25	$0.93	$0.31	$0.00	$5.59	$0.06	$0.00	$0.00	$43.17	$58.69
Apprentice Lineman	**Percent**											
1st 1,000 Hours	60.00	$21.49	$5.25	$0.64	$0.21	$0.00	$3.87	$0.06	$0.00	$0.00	$31.52	$42.27
2nd 1,000 Hours	65.00	$23.28	$5.25	$0.70	$0.23	$0.00	$4.19	$0.06	$0.00	$0.00	$33.71	$45.35

3rd 1,000 Hours	70.00	$25.07	$5.25	$0.75	$0.25	$0.00	$4.51	$0.06	$0.00	$0.00	$35.89	$48.43
4th 1,000 Hours	75.00	$26.87	$5.25	$0.81	$0.27	$0.00	$4.84	$0.06	$0.00	$0.00	$38.10	$51.53
5th 1,000 Hours	80.00	$28.66	$5.25	$0.86	$0.29	$0.00	$5.16	$0.06	$0.00	$0.00	$40.28	$54.60
6th 1,000 Hours	85.00	$30.45	$5.25	$0.91	$0.30	$0.00	$5.48	$0.06	$0.00	$0.00	$42.45	$57.67
7th 1,000 Hours	90.00	$32.24	$5.25	$0.97	$0.32	$0.00	$5.80	$0.06	$0.00	$0.00	$44.64	$60.76

Special Calculation Note : Other is National Electrical Benefit Fund (NEBF) and Safety & Education Fund.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ATHENS, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, KNOX, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, RICHLAND, ROSS, SCIOTO, TUSCARAWAS, UNION, VINTON, WASHINGTON

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeyman Lineman, Traffic Signal and Lighting Journeyman or Equipment Operator in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an Apprentice.

No more than three (3) Groundmen shall work alone. Jobs with more that three Groundmen shall be supervised by a Groundcrew Foreman, Journeyman Lineman, Journeyman Traffic Signal Technician or an Equipment Operator.

Scope of Work: installation and maintenance of highway and street lighting, highway and street sign lighting, electronic message boards and traffic control systems, camera systems, traffic signal work, substation and line construction including overhead and underground projects for private and industrial work as in accordance with the IBEW Constitution. This Agreement includes the operation of all tools and equipment necessary for the installation of the above projects.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Elevator Local 37

Change # : LCR01-2015fbLoc37

Craft : Elevator **Effective Date :** 03/18/2015 **Last Posted :** 03/18/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Elevator Mechanic	$41.22		$13.58	$8.46	$0.60	$3.30	$5.75	$1.27	$0.00	$0.00	$74.18	$94.79
Helper	$28.85		$13.58	$8.46	$0.60	$2.31	$5.75	$0.89	$0.00	$0.00	$60.44	$74.86
Mechanic in Charge	$46.37		$13.58	$8.46	$0.60	$3.71	$5.75	$1.43	$0.00	$0.00	$79.90	$103.08
Apprentice	**Percent**											
Probationary Apprentice	50.00	$20.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20.61	$30.91
1st year	55.00	$22.67	$13.58	$8.46	$0.60	$1.81	$5.75	$0.70	$0.00	$0.00	$53.57	$64.91
2nd year	65.00	$26.79	$13.58	$8.46	$0.60	$2.14	$5.75	$0.83	$0.00	$0.00	$58.15	$71.55
3rd year	70.00	$28.85	$13.58	$8.46	$0.60	$2.31	$5.75	$0.89	$0.00	$0.00	$60.44	$74.87
4th year	80.00	$32.98	$13.58	$8.46	$0.60	$2.64	$5.75	$1.02	$0.00	$0.00	$65.03	$81.51
Assistant Mechanic	80.00	$32.98	$13.58	$8.46	$0.60	$2.64	$5.75	$1.02	$0.00	$0.00	$65.03	$81.51

Special Calculation Note : Other is for Holiday Pay

Ratio :

1 Journeyman to 1 Apprentice**
1 Journeyman to 1 Helper
1 Journeyman to 1 Assistant Mechanic

Jurisdiction (* denotes special jurisdictional note) :

ATHENS, CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HOCKING, JACKSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, UNION, VINTON

Special Jurisdictional Note :

Details :

**Art. 10 Par. 2 Apprentice Work Qualifications:
Par 2- The total number of Helpers and Apprentices employed shall not exceed the number of Mechanics on any one job, except on jobs where two teams or more are working, one extra Helper or Apprentice may be employed for the first two teams and an extra Helper or Apprentice for each additional three teams.
Further, the Company may use as many Helpers and Apprentices as best suits his convenience under the direction of a Mechanic in wrecking old plants and in handling and hoisting material, and on foundation work. When removing old and installing new cable on existing elevator installations, the Company may use two Helpers or Apprentices to one Mechanic.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Elevator Local 37

Change # : LCR02-2015fbLoc37

Craft : Elevator **Effective Date :** 01/01/2016 **Last Posted :** 12/17/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Elevator Mechanic	$42.03		$14.43	$8.96	$0.60	$3.36	$6.00	$1.30	$0.00	$0.00	$76.68	$97.69
Helper	$29.42		$14.43	$8.96	$0.60	$2.35	$6.00	$0.91	$0.00	$0.00	$62.67	$77.38
Mechanic in Charge	$47.28		$14.43	$8.96	$0.60	$3.78	$6.00	$1.46	$0.00	$0.00	$82.51	$106.15
Apprentice	**Percent**											
Probationary Apprentice	50.00	$21.01	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21.01	$31.52
1st year	55.00	$23.12	$14.43	$8.96	$0.60	$1.85	$6.00	$0.71	$0.00	$0.00	$55.67	$67.22
2nd year	65.00	$27.32	$14.43	$8.96	$0.60	$2.18	$6.00	$0.84	$0.00	$0.00	$60.33	$73.99
3rd year	70.00	$29.42	$14.43	$8.96	$0.60	$2.35	$6.00	$0.91	$0.00	$0.00	$62.67	$77.38
4th year	80.00	$33.62	$14.43	$8.96	$0.60	$2.69	$6.00	$1.04	$0.00	$0.00	$67.34	$84.16
Assistant Mechanic	80.00	$33.62	$14.43	$8.96	$0.60	$2.69	$6.00	$1.04	$0.00	$0.00	$67.34	$84.16

Special Calculation Note : Other is for Holiday Pay

Ratio :

1 Journeyman to 1 Apprentice**
1 Journeyman to 1 Helper
1 Journeyman to 1 Assistant Mechanic

Jurisdiction (* denotes special jurisdictional note) :

ATHENS, CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HOCKING, JACKSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, UNION, VINTON

Special Jurisdictional Note :

Details :

**Art. 10 Par. 2 Apprentice Work Qualifications:
Par 2- The total number of Helpers and Apprentices employed shall not exceed the number of Mechanics on any one job, except on jobs where two teams or more are working, one extra Helper or Apprentice may be employed for the first two teams and an extra Helper or Apprentice for each additional three teams.
Further, the Company may use as many Helpers and Apprentices as best suits his convenience under the direction of a Mechanic in wrecking old plants and in handling and hoisting material, and on foundation work. When removing old and installing new cable on existing elevator installations, the Company may use two Helpers or Apprentices to one Mechanic.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Glazier Local 372

Change # : LCN01-2015fbLoc372

Craft : Glazier **Effective Date :** 03/25/2015 **Last Posted :** 03/25/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Glazier	$24.24		$4.67	$6.75	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$36.07	$48.19
Galzier Market Recovery	$19.39		$4.67	$6.75	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$31.22	$40.92
Apprentice	**Percent**											
1-1000 hrs	50.00	$12.12	$4.67	$0.34	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$17.54	$23.60
1001- 2000 hrs	55.00	$13.33	$4.67	$0.34	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$18.75	$25.42
2001 -3000 hrs	60.00	$14.54	$4.67	$0.34	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$19.96	$27.24
3001 - 4000 hrs	65.00	$15.76	$4.67	$0.34	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$21.18	$29.05
4001 -5000 hrs	70.00	$16.97	$4.67	$4.05	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$26.10	$34.58
5001 - 6000 hrs	75.00	$18.18	$4.67	$4.05	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$27.31	$36.40
6001 - 7000 hrs	80.00	$19.39	$4.67	$4.05	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$28.52	$38.22
7001 - 8000 hrs	85.00	$20.60	$4.67	$4.05	$0.41	$0.00	$0.00	$0.00	$0.00	$0.00	$29.73	$40.04

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

3 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

DELAWARE, FAIRFIELD, FAYETTE*, FRANKLIN, HOCKING, JACKSON, KNOX, LICKING, MADISON, MARION, MORROW, MUSKINGUM, PERRY, PICKAWAY, PIKE, ROSS, UNION, VINTON

Special Jurisdictional Note : Fayette Countyexcept the eastern portion with Route #141 being the dividing line.

Details :

A premium of one dollar ($1.00) per hour above regular hourly rate of pay shall be paid for each hour worked by every employee from any mechanical lift or scaffold,either suspended or supported including the Hex type scaffolding.

MARKET RECOVERY ADDENDUM- All Glazing work within the jurisdiction of Glaziers Local Union 372 with a glazing Bid Value of less than $200,000 can Bid at the labor rate listed below (80% of current **11-01-2014** collectively bargained journeyman rate) with fringe benifits contribution rate listed below to be paid to the appropriate funds and in the manner descibed in the current Collective Bargaining Agreement..

Prevailing Wage Rate
Skilled Crafts

Name of Union: Ironworker Local 172

Change # : LCN01-2015fbLoc172

Craft : Ironworker **Effective Date :** 06/17/2015 **Last Posted :** 06/17/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	$28.12		$6.60	$9.20	$0.34	$0.00	$3.00	$0.00	$0.00	$0.00	$47.26	$61.32
Rigger Welder Reinforcing Sheeter Fence Erector Machinery Mover	$28.12		$6.60	$9.20	$0.34	$0.00	$3.00	$0.00	$0.00	$0.00	$47.26	$61.32
Apprentice	**Percent**											
1st YEAR 0 - 6 Months	60.03	$16.88	$6.60	$9.20	$0.34	$0.00	$3.00	$0.00	$0.00	$0.00	$36.02	$44.46
1st YEAR 7 - 12 Months	65.00	$18.28	$6.60	$9.20	$0.34	$0.00	$3.00	$0.00	$0.00	$0.00	$37.42	$46.56
2nd YEAR 13 - 18 Months	70.03	$19.69	$6.60	$9.20	$0.34	$0.00	$3.00	$0.00	$0.00	$0.00	$38.83	$48.68
2nd YEAR 19 - 24 Months	75.00	$21.09	$6.60	$9.20	$0.34	$0.00	$3.00	$0.00	$0.00	$0.00	$40.23	$50.78
3rd YEAR 25 - 30 Months	80.00	$22.50	$6.60	$9.20	$0.34	$0.00	$3.00	$0.00	$0.00	$0.00	$41.64	$52.88
3rd YEAR 31 - 36 Months	85.03	$23.91	$6.60	$9.20	$0.34	$0.00	$3.00	$0.00	$0.00	$0.00	$43.05	$55.01
4th YEAR 37 - 42 Months	90.00	$25.31	$6.60	$9.20	$0.34	$0.00	$3.00	$0.00	$0.00	$0.00	$44.45	$57.10

4th Year 43 - 48 Months	95.03	$26.72	$6.60	$9.20	$0.34	$0.00	$3.00	$0.00	$0.00	$0.00	$45.86	$59.22

Special Calculation Note : Impact Fund:Training

Ratio :

Rod Work
3 Journeymen to 1 Apprentice
Structural Work
4 Journeymen to 1 Apprentice

Finishing, Steel Sash, Stairway and Ornamental
1 Journeymen to 1 Apprentice
Sheet Gang
1 Apprentice for every sheeting gang per project

Jurisdiction (* denotes special jurisdictional note) :

CHAMPAIGN*, CLARK, CRAWFORD*, DELAWARE, FAIRFIELD, FAYETTE*, FRANKLIN, HARDIN*, HIGHLAND*, HOCKING, JACKSON*, KNOX, LICKING, LOGAN*, MADISON*, MARION, MORROW, MUSKINGUM*, PERRY, PICKAWAY, PIKE, ROSS, UNION, VINTON, WYANDOT*

Special Jurisdictional Note : Champaign County Twps included: Wayne, Rush, Goshen. Crawford County Twps included: Bucyrus, Dallas, Jefferson, Jackson, Whetstone, Polk, Sandusky. Fayette County Twps included: Paint, Marion, Perry, Madison, Wayne, Union. Hardin County Twps included: McDonald, Taylorcreek, Hale, Dudley, Pleasant, Goshen, Blanchard, Lynn, Jackson, Buck, Cessna, Marion, Washington. Highland County Twps included: Madison. Jackson County Twps included: Liberty, Washington, Milton, Jackson, Coal, Wilkesville. Logan County Twps included: Monroe, Zane, Jefferson, Perry, Rush Creek, Bokes Creek. Madison County Twps included: Range, Paint, Fairfield, Sommerford, Jefferson, Pike, Canaan, Pleasant, Oak Run, Union, Deer Creek, Monroe, Darby. Pike County Twps included: Perry, Benton, Mifflin, Sunfish, Newton, Prebble, Pee Pee, Seal, Beaver, Jackson. Wyandot County Twps included: Jackson, Marseilles, Mifflin, Pitt, Antrim. Muskingum County includes:Jackson,Licking,Hope Well, Newton, Clay, Cass, Muskingum falls,Springfield,Madison,Washington,Wayne,Brush Creek.

Details :

Hot Pay $1.00 above the journeymen rate: defined as a work area in which the temperature is in excess of 150 degrees F due to the presence of a furnace, smelter, incinerator, or other equipment that emits extreme heat.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor HevHwy 3

Change # : LCN01-2015fbLocalHevHwy3

Craft : Laborer Group 1 **Effective Date :** 05/01/2015 **Last Posted :** 04/15/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$28.72		$6.40	$3.00	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$38.67	$53.03
Group 2	$28.89		$6.40	$3.00	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$38.84	$53.29
Group 3	$29.22		$6.40	$3.00	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$39.17	$53.78
Group 4	$29.67		$6.40	$3.00	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$39.62	$54.46
Watch Person	$21.45		$6.40	$3.00	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$31.40	$42.13
Apprentice	Percent											
0-1000 hrs	60.00	$17.23	$6.40	$3.00	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$27.18	$35.80
1001-2000 hrs	70.00	$20.10	$6.40	$3.00	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$30.05	$40.11
2001-3000 hrs	80.00	$22.98	$6.40	$3.00	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$32.93	$44.41
3001-4000 hrs	90.00	$25.85	$6.40	$3.00	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$35.80	$48.72
More than 4000 hrs	100.00	$28.72	$6.40	$3.00	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$38.67	$53.03

Special Calculation Note : Watchmen have no Apprentices. Tunnel Laborer rate with air-pressurized add $1.00 to the above wage rate.

Ratio :

1 Journeymen to 1 Apprentice
4 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE,

GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SCIOTO, SENECA, SHELBY, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WYANDOT

Special Jurisdictional Note : Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site, Sewer Plant, Waste Water Treatment Facilities Construction

Details :

Group 1
Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control.

*Bridge Man will perfomr work as per the October 31, 1949, memorandum on concrete forms, byand between the United Brotherhood of Caprpenters and Joiners of Americ and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by memebers of the Laborers' International Union of North America."

Group 2
Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air),Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C)

***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.

Group 3
Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarner, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4
Miner,Welder, Gunite Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc.
The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor Local 83

Change # : LCN01-2015fbLoc83

Craft : Laborer **Effective Date :** 06/01/2015 **Last Posted :** 04/29/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$33.74		$6.40	$3.00	$0.40	$0.00	$0.00	$0.00	$0.15	$0.28	$43.97	$60.84
Group 2	$33.99		$6.40	$3.00	$0.40	$0.00	$0.00	$0.00	$0.15	$0.28	$44.22	$61.21
Group 3	$34.14		$6.40	$3.00	$0.40	$0.00	$0.00	$0.00	$0.15	$0.28	$44.37	$61.44
Apprentice	Percent											
0-1000 hrs	60.00	$20.24	$6.40	$3.00	$0.40	$0.00	$0.00	$0.00	$0.15	$0.28	$30.47	$40.60
1001-2000 hrs	70.00	$23.62	$6.40	$3.00	$0.40	$0.00	$0.00	$0.00	$0.15	$0.28	$33.85	$45.66
2001-3000 hrs	80.00	$26.99	$6.40	$3.00	$0.40	$0.00	$0.00	$0.00	$0.15	$0.28	$37.22	$50.72
3001-4000 hrs	90.00	$30.37	$6.40	$3.00	$0.40	$0.00	$0.00	$0.00	$0.15	$0.28	$40.60	$55.78
More than 4000 hrs	100.00	$33.74	$6.40	$3.00	$0.40	$0.00	$0.00	$0.00	$0.15	$0.28	$43.97	$60.84

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

1 Journeymen to 1 Apprentice
4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, MEIGS, PIKE, ROSS, SCIOTO, VINTON

Special Jurisdictional Note :

Details :

Group 1
Building & Construction Laborers, Signalman, Plaster Tenders, Carpenter Tenders, Mason Tenders, Mortar Mixers, Pipe Layers, Bottom Man, Sheeting & Shoring Men, Watchmen & Waterboy.

Group 2
Air & Machine Driver Tool Operators, Hand Spikers, Chain Saws, Powered Concrete Buggies, Asphalt Rakers & Smoothers, Form Setters (Street & Highway) Burning & Cutting Torches

Group 3
Gunnite Machine Operator, Gunnite Nozzle Man, Powder Men & Blasters, Miners (Tunnel & Caisson) Muckers (Tunnel & Caisson).

All Hazardous & High Work performed in excess of 25 ft. above solid base shall pay .25 per hour above Classification.

In the erection, alteration, repair or demolition of reinforced concrete chimneys, masonry chimneys, silos, and furnaces, the following rates shall apply:

25- 100 ft. $1.00 per hour/over base rate 150-200 ft. $1.50 per hour/over base rate
100-150 ft. $1.25 per hour/over base rate 200-250 ft. $1.75 per hour/over base rate
Over 250 ft. $2.00 per hour/over base rate

Prevailing Wage Rate
Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone III

Change # : LCN01-2015fbLoc18zone3

Craft : Operating Engineer **Effective Date :** 05/01/2015 **Last Posted :** 04/29/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class 1	$33.04		$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$47.29	$63.81
Class 2	$32.92		$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$47.17	$63.63
Class 3	$31.88		$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$46.13	$62.07
Class 4	$30.70		$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$44.95	$60.30
Class 5	$25.24		$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$39.49	$52.11
Class 6	$33.29		$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$47.54	$64.18
Class 7	$33.54		$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$47.79	$64.56
Class 8	$34.04		$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$48.29	$65.31
Class 9	$34.29		$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$48.54	$65.68
Apprentice	Percent											
1st Year	50.00	$16.52	$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$30.77	$39.03
2nd Year	60.00	$19.82	$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$34.07	$43.99
3rd Year	70.00	$23.13	$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$37.38	$48.94
4th Year	80.00	$26.43	$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$40.68	$53.90
Field Mechanic Trainee												
1st Year	50.00	$16.52	$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$30.77	$39.03
2nd Year	60.00	$19.82	$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$34.07	$43.99
3rd Year	70.00	$23.13	$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$37.38	$48.94
4th Year	80.00	$26.43	$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$40.68	$53.90

Special Calculation Note : Other: Education & Safety

Ratio :

For every (3) Operating Engineer Journeymen employed by the company ,there may be employed (1) Registered Apprentice. An apprenice, while employed as part of a

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON,

crew per Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement. On jobs where maintenance engineers are to be employed, for every (2) Class 2 Mechanics there may be (1) Mechanic Trainee & so fourth.

COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WYANDOT

Special Jurisdictional Note :

Details :

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if required to have CDL

Class 1 - Barrier Moving Machine; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types) Derricks (all types); Draglines Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Gradalls; Helicopter Operators; hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use): Hydraulic Gantry (lift system); Laser Finishing Machines; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Engineers (Mechanic and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms, Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device);' Rotary Drills (all) used on caissons for foundations and sub-structure work; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Tug Boats. Horizontal Directional Drill, Rough Terrain Fork-lift with Winch/Hoist, Laser Screed, and Like equipment;Compact Cranes,track or rubber over 4,000 pound capacity,self-erecting cranes:stationary,track or truck (all configurations) bucket trench machines (over 24 " wide).

Class 2 - Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs. Bulldozers; CMI type Equipment; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Vermeer Type Concrete Saw;All rotomills, grinders & planers of all types. Articulating/end dumps (minus $4.00/hour from Class 2 rate)

Class 3 - A Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or skid steer loader with or without attachments; Boilers (15 lbs pressure and over); All concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drillers - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled); Man lifts; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie Inserter/Remover; Rotator (Lime-Soil Stabilizer); Submersible Pumps (4 inches and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24 inches and under); Utility Operators; Material hoist/elevators.

Class 4 - Ballast Re-locator; Backfillers and Tampers; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Spreader; Conveyors, used for handling building materials; Concrete Mixers, one bag capacity (side loader); Concrete Mixers, capacity more than one bag; Crushers; Deck Hands; Drum Fireman (in Asphalt Plant); Farm type tractors pulling

attachments; Finishing Machines; Form Trenchers; Generators: Gunite Machines; Hydro-Seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2 inch discharge); Road Widening Trenchers; Rollers (except asphalt); All Concrete pumps (without Boom with 4 inch or smaller systems); Self-Propelled Power Spreaders; Concrete Spreaders; Self-Propelled Sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepfoot rollers or graders; VAC/ALLS; Vibratory Compactors, with integral power; Welder Operators.

Class 5 - Boilers (less than 15 lbs. pressure); Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen, Submersible Pumps (under 4 inch discharge). Directional Drill Locator and Allen Screed Concrete Paver. Fueling and greasing (plus $3.00), compact cranes; track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

Class 7 - Boom & Jib 150 - 180 feet

Class 8 - Boom & Jib 180 - 249 feet

Class 9 - Boom & Jib 250 - or over

Prevailing Wage Rate
Skilled Crafts

Name of Union: Operating Engineers - HevHwy II

Change # : LCN01-2015fbLoc18hevhwyII

Craft : Operating Engineer **Effective Date :** 05/20/2015 **Last Posted :** 05/20/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class 1	$33.34		$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$47.59	$64.26
Class 2	$33.22		$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$47.47	$64.08
Class 3	$32.18		$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$46.43	$62.52
Class 4	$31.00		$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$45.25	$60.75
Class 5	$25.54		$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$39.79	$52.56
Class 6	$33.59		$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$47.84	$64.64
Class 7	$33.59		$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$47.84	$64.64
Class 8	$33.84		$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$48.09	$65.01
Great Lakes Floating Agreement												
Class 1	$39.70		$6.91	$6.00	$0.60	$0.00	$0.00	$0.04	$0.00	$0.00	$53.25	$73.10
Class 2A	$38.20		$6.91	$6.00	$0.60	$0.00	$0.00	$0.04	$0.00	$0.00	$51.75	$70.85
Class 2B	$38.20		$6.91	$6.00	$0.60	$0.00	$0.00	$0.04	$0.00	$0.00	$51.75	$70.85
Class 3	$34.00		$6.91	$6.00	$0.60	$0.00	$0.00	$0.04	$0.00	$0.00	$47.55	$64.55
Class 4	$28.30		$6.91	$6.00	$0.60	$0.00	$0.00	$0.04	$0.00	$0.00	$41.85	$56.00
Apprentice	**Percent**											
1st Year	50.00	$16.67	$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$30.92	$39.26
2nd Year	60.00	$20.00	$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$34.25	$44.26
3rd Year	70.00	$23.34	$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$37.59	$49.26
4th Year	80.00	$26.67	$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$40.92	$54.26
Field Mech Trainee Class 2												
1st year	49.82	$16.61	$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$30.86	$39.16
2nd year	59.78	$19.93	$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$34.18	$44.15
3rd year	69.73	$23.25	$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$37.50	$49.12
4th year	79.73	$26.58	$7.41	$6.00	$0.75	$0.00	$0.00	$0.09	$0.00	$0.00	$40.83	$54.12

Special Calculation Note : Other: Education & Safety Fund is $0.09 per hour.

Ratio :

For every (3) Operating Engineer Journeymen employed by the company , there may be employed (1) Registered Apprentice. An apprentice, while employed as part of a crew per Article VIII paragraph 65, will not be subject the apprenticeship ratios in this collective bargaining agreement. On jobs where maintenance engineers are to be employed, for every (2) Class 2 Mechanics there may be (1) Mechanic Trainee & so fourth. Mechanic Trainee rate is a percentage of Class 2 rate.

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if they are required to have CDL.

Class 1 - Air Compressors on Steel Erection; Barrier Moving Machine; Boiler Operators, on Compressors or Generators, when mounted on a rig: Cableways, Combination Concrete mixers & Towers; Concrete Pumps; Concrete Plants (over 4 yd capacity); Cranes (all types, including Boom Trucks, Cherry Pickers); Derricks; Draglines, Dredgers (dipper, clam or suction); Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls, Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial - Type Tractors; Jet Engine Dryers (D8 or D9), Diesel Tractors; Locomotives (standard gage); Maintenance Operators (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Side Booms; Slip Form Pavers; Tower Dericks; Tree Shredders; Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Rough Terrain Fork-lift with Winch/Hoist; Compact Cranes, track rubber over 4,000 pound capacity, self-erecting cranes; stationary, track or truck (all configurations) Bucket trench machines (over 24 inches wide).

Class 2 - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or skid steer loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Endloaders; Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Maintenance Operators, Class B (Portage and Summit Counties only); Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Trench Machines (24inch wide and under); Vermeer Type Concrete saw. Material Transfer Equipment (Shuttle buggy) Asphalt; All rotomills,grinders and planers of all types. Horizontal Directional Drill (Over 50,000 ft.lbs.thrust and over)

Class 3 - A-Frames; Air Compressors, on tunnel work (low Pressure); Asphalt Plant Engineers; Bobcat-type and/or skid steer loader with or without attachments; Power Boilers (15 lbs pressure and over); Highway Drills (all types); Rollers,

asphalt; Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rotator (lime-soil Stabilizer), Switch & Tie Tampers (without lifting and aligning device); Locomotives (narrow gage); Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Utilities Operators, (small equipment); Welding Machines; Material hoist/elevators. Articulating/straight bed end dumps if assigned (minus $4.00 per hour).

Class 4 -Ballast Re-locator; Backfillers, Batch Plants; Bar and Joint Installing Machines; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yd and under); Conveyors (highway); Concrete Saws (multiple); Crushers; Deckhands; Farm type tractors, with attachments (highway), except masonry; Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway); Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers; Plant Mixers; Post Drivers; Post Hole Diggers (power auger); Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Tractors, pulling sheepsfoot rollers or graders; Steam Firemen; Vibratory Compactors, with integral power.

Class 5 - Compressors (portable, Sewer, Heavy and Highway); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters; Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen; Drum Fireman (in Asphalt Plant); Oil Heaters (Asphalt Plant); Tire Repairmen; VAC/ALLS; Fueling and greasing (plus $3.00), compact cranes: track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

Class 7 - Crane Boom 150 ft - 180 ft

Class 8 - Crane Boom over 180 ft .

GREAT LAKES FLOATING AGREEMENT:
Class 1 - Diver,Wet Tender, Engineer, (Hyd.Dredge), Craft Foreman (Master Mechanic)
Class 2A - Crane Backhoe Operator,Mechanic/Welder,Assistant Engineer (Hyd. Dredge), Leverman (Hyd Dredge) Diver Tender, Tug Operator (Tug 70T and over)
Class 2B - Friction Crane, Lattice Boom or any Crane Certification.
Class 3 - Deck Equipment Operator, (Machineryman), Maint. of Crane, Tug/Launch Operator, Loader/Dozer on Barge, Deck Machinery, Maintenance of Crane (over 50T capacity), or Backhoe (115,000lbs or more) Loaders/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock Scow.
Class4 - Deck Equipment Operator, (Machineryman/Fireman)(4 equipment Units or more), Deck Hand, Tug Engineer, Crane Maintenance, 50T and under/Backhoe 115,000lbs or less, Assistant Tug Operator, add off Road Truck.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 1275

Change # : LCN03-2015fbLoc1275

Craft : Drywall Finisher **Effective Date :** 07/29/2015 **Last Posted :** 07/29/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Drywall Finisher	$24.85		$5.27	$5.54	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$36.11	$48.54
Painter Taper	$24.85		$5.27	$5.54	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$36.11	$48.54
Drywall Sanders	$24.20		$5.27	$5.54	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$35.46	$47.56
Apprentice	Percent											
0-1000	50.00	$12.43	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$18.21	$24.43
1001-2000	55.00	$13.67	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$19.46	$26.29
2001-3000	60.00	$14.91	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$20.70	$28.16
3001-4000	65.00	$16.15	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$21.94	$30.02
4001-5000	70.03	$17.40	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$23.19	$31.89
5001-6000	75.00	$18.64	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$24.43	$33.75
6001-7000	85.00	$21.12	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$26.91	$37.47
7001-8000	90.00	$22.37	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$28.16	$39.34

Special Calculation Note : APPRENTICES BASED ON % OF EACH CLASS ABOVE PLUS FULL FRINGES

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, KNOX, LICKING, MADISON, MUSKINGUM, PERRY, PICKAWAY, ROSS, UNION

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 1275 HevHwy

Change # : LCN01-2015fbLoc1275

Craft : Painter **Effective Date :** 07/29/2015 **Last Posted :** 07/29/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Bridge Class 1	$33.93		$5.27	$5.54	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$45.19	$62.15
Painter Bridges Class 1 Qualified Painters Blasters Riggers	$33.93		$5.27	$5.54	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$45.19	$62.15
Painter Bridges Class 2 Equipment Tenders and/or Containment Builders	$27.14		$5.27	$5.54	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$38.40	$51.97
Painter Bridges Class 3 Support Personal	$22.05		$5.27	$5.54	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$33.31	$44.34
Apprentice	**Percent**											
0-1000	50.00	$16.96	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$22.75	$31.24
1001-2000	55.00	$18.66	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$24.45	$33.78
2001-3000	60.00	$20.36	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$26.15	$36.33
3001-4000	65.00	$22.05	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$27.84	$38.87
4001-5000	70.00	$23.75	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$29.54	$41.42
5001-6000	75.00	$25.45	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$31.24	$43.96
6001-7000	85.00	$28.84	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$34.63	$49.05

7001-8000	90.00	$30.54	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$36.33	$51.60

Special Calculation Note : APPRENTICES BASED ON % OF EACH CLASS ABOVE PLUS FULL FRINGES

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, KNOX, LICKING, MADISON, MUSKINGUM, PERRY, PICKAWAY, ROSS, UNION

Special Jurisdictional Note :

Details :

Heavy Highway Class 1 are qualified painters,blasters,riggers. Class 2 Equipment Tenders /or containment Builders are hired to tend employers equipment also engage in the building & moving of containment systems. Class 3 support personnel will perform Quality control duties,clean abrasive blast materials, load and unload trucks, handle all materials, man safety boats, & handle traffic control.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639

Change # : LCNO1-2015fbLoc639

Craft : Painter **Effective Date :** 06/10/2015 **Last Posted :** 06/10/2015

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Metal Finisher/Helpers											
Top Helper Class A	$19.09	$3.65	$0.00	$0.00	$0.66	$0.00	$0.00	$0.00	$0.00	$23.40	$32.94
Top Helper Class B	$19.09	$3.65	$0.65	$0.00	$1.03	$0.00	$0.37	$0.00	$0.00	$24.79	$34.33
Top Helper Class C	$19.09	$3.65	$1.00	$0.00	$1.76	$0.00	$0.37	$0.00	$0.00	$25.87	$35.41
Helper Class A	$14.69	$3.65	$0.00	$0.00	$0.51	$0.00	$0.00	$0.00	$0.00	$18.85	$26.19
Helper Class B	$14.69	$3.65	$0.65	$0.00	$0.79	$0.00	$0.28	$0.00	$0.00	$20.06	$27.40
Helper Class C	$14.69	$3.65	$1.00	$0.00	$1.64	$0.00	$0.28	$0.00	$0.00	$21.26	$28.60
New Hire 90 Days	$11.00	$3.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.65	$20.15

Special Calculation Note : Other is Sick and Personal Time

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX,

LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, break down, safety and quality of the company's product.
Helper : Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, scaffolding and swing stages and preparing surfaces for refinishing including but not limited to, masking and stripping and cleaning, oxidizing, polishing and scratch removal on various surfaces
.
Class A Workers: Less than 1 Year of Service.
Class B Workers: More than 1 and less than 8 Years of Service.
Class C Workers: More than 8 Years of Service.

Metal Polisher Scope of Work: Polishing, buffing, stripping, coloring, lacquering, spraying, cleaning and maintenance of ornamental and architectural metals, iron, bronze, nickel, aluminum and stainless steel and in mental specialty work, various stone finishes, stone specialty work and any other work pertaining to the finishing of metal, stones, woods, and any window washing/cleaning done in conjunction with this work, using chemicals, solvents, coatings and hand applied lacquer thinner, removing scratches from mirrow finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding.

Swing State Rate: All work on scaffold 4 sections or higher, including any boom lifts and swing stage scaffolds including the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work, ADD $1.50 per hour.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639 (Columbus Area) Sign

Change # : CN01-2003Loc639BCols

Craft : Painter **Effective Date :** 06/01/2005 **Last Posted :** 03/20/2003

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Sign	$19.16		$2.84	$0.16	$0.00	$1.47	$0.00	$0.00			$23.63	$33.21
Apprentice	Percent											
0-1 year	40.00	$7.66	$2.84	$0.16	$0.00	$1.47	$0.00	$0.00			$12.13	$15.97
1-2 yrs	50.00	$9.58	$2.84	$0.16	$0.00	$1.47	$0.00	$0.00			$14.05	$18.84
2-3 yrs	60.00	$11.50	$2.84	$0.16	$0.00	$1.47	$0.00	$0.00			$15.97	$21.71
3-4 yrs	75.00	$14.37	$2.84	$0.16	$0.00	$1.47	$0.00	$0.00			$18.84	$26.02
4-5 yrs	90.00	$17.24	$2.84	$0.16	$0.00	$1.47	$0.00	$0.00			$21.71	$30.34

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ATHENS, BROWN, BUTLER, CLARK, CLERMONT, CLINTON, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GREENE, HAMILTON, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MEIGS, MIAMI, MONTGOMERY, MORGAN, MUSKINGUM, PERRY, PICKAWAY, PREBLE, ROSS, SCIOTO, UNION, VINTON, WARREN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Plasterer Local 132 (Columbus)

Change # : LCN01-2015fbLoc132

Craft : Plasterer **Effective Date :** 08/05/2015 **Last Posted :** 08/05/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plasterer	$23.44		$6.80	$3.50	$0.45	$0.00	$2.00	$0.00	$0.00	$0.00	$36.19	$47.91
Apprentice	Percent											
1st 800 hrs	50.00	$11.72	$6.80	$3.50	$0.45	$0.00	$2.00	$0.00	$0.00	$0.00	$24.47	$30.33
2nd 800 hrs	60.00	$14.06	$6.80	$3.50	$0.45	$0.00	$2.00	$0.00	$0.00	$0.00	$26.81	$33.85
3rd 800 hrs	70.00	$16.41	$6.80	$3.50	$0.45	$0.00	$2.00	$0.00	$0.00	$0.00	$29.16	$37.36
4th 800 hrs	80.00	$18.75	$6.80	$3.50	$0.45	$0.00	$2.00	$0.00	$0.00	$0.00	$31.50	$40.88
5th 800 hrs	90.00	$21.10	$6.80	$3.50	$0.45	$0.00	$2.00	$0.00	$0.00	$0.00	$33.85	$44.39
6th 800 hrs	95.00	$22.27	$6.80	$3.50	$0.45	$0.00	$2.00	$0.00	$0.00	$0.00	$35.02	$46.15

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HOCKING, KNOX, LICKING, MADISON, MARION, MORROW, MUSKINGUM, PERRY, PICKAWAY, RICHLAND, ROSS, UNION, VINTON, WYANDOT

Special Jurisdictional Note :

Details :

PLASTERER IMPROVERS:
Is a person who has skills between an Apprentice and a Journeyman can be signed in as an Improver. An Improver receives 85% of the current wage and pension. All other benefits are same as Journeyman. The Improver has the opportunity to advance to Journeyman level by:
(1) Working through a trial period of no more than 2,000 hrs.
(2) Attending all safety and upgrading classes held or required.

Working on swing stage, slip scaffold or window jack scaffold shall receive the following rates:
$.50 above the regular rate for heights up to fifty (50) feet above grade level
$1.00 above the regular rate for heights over fifty (50) feet above grade level

Prevailing Wage Rate
Skilled Crafts

Name of Union: Plumber Pipefitter Local 189

Change # : LCN01-2015fbLoc189

Craft : Plumber Pipefitter **Effective Date :** 06/10/2015 **Last Posted :** 06/10/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber Pipefitter	$34.23		$7.69	$7.19	$0.80	$0.00	$6.28	$0.00	$0.00	$0.00	$56.19	$73.30
Heating Piping Refrigeration, Temperature Control, Air Conditioning	$34.23		$7.69	$7.19	$0.80	$0.00	$6.28	$0.00	$0.00	$0.00	$56.19	$73.30
1st Year	35.00	$11.98	$5.00	$0.00	$0.80	$0.00	$0.00	$0.00	$0.00	$0.00	$17.78	$23.77
2nd Year	45.00	$15.40	$7.69	$5.30	$0.80	$0.00	$0.00	$0.00	$0.00	$0.00	$29.19	$36.90
3rd Year	55.00	$18.83	$7.69	$5.30	$0.80	$0.00	$0.00	$0.00	$0.00	$0.00	$32.62	$42.03
4th Year	65.00	$22.25	$7.69	$5.30	$0.80	$0.00	$6.28	$0.00	$0.00	$0.00	$42.32	$53.44
5th Year	80.00	$27.38	$7.69	$5.30	$0.80	$0.00	$6.28	$0.00	$0.00	$0.00	$47.45	$61.15

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

Employees-------Journeyman to Apprentice per Job
1) 1-0
2) 1-1
3) 2-1
4) 2-2
5) 3-2
6) 4-2
7) 4-3
8) 5-3

Jurisdiction (* denotes special jurisdictional note) :

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION, PERRY, PICKAWAY, ROSS, UNION

9) 6-3
10) 6-4
11) 7-4
12) 8-4
13) 8-5
14) 9-5
15) 10-5
16) 10-6
17) 11-6
18) 12-6
19) 12-7
20) 13-7
21) 14-7
22) 14-8
23) 15-8
24) 16-8
25) 16-9

Heating Piping refrigeration,Temperature Control,Air Conditioning Ratio
(1) Additional Apprentice to (3) Journeymen thereafter
Employees Journeyman to Apprentice
per Job

1) Employee 1-0
2) Employees 1-1
3) Employees 2-1
4) Employees 2-2
5)Employees 3-2
6) Employees 4-2
7) Employees 5-2
8) Employees 5-3
9) Employees 6-3
10)Employees 7-3
11)Employees 8-3
12)Employees 8-4
13)Employees 9-4
14)Employees 10-4
15)Employees 11-4
16) Employees 11-5
17) Employees 12-5
18) Employees 13-5
19) Employees 14-5
20)Employees 14-6
21)Employees 15-6
22)Employees 17-5
23)Employees 18-5
24)Employees 18-6
25)Employees 19-6
26)Employees 20-6
28)Employees 22-6
29)Employees 22-7
30) Employees 23-7
31)Employees 23-7
32) Employees 25-7

33)Employees 26-7
34)Employees 26-8

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Roofer Local 86

Change # : LCN01-2015fbLoc86

Craft : Roofer **Effective Date :** 02/25/2015 **Last Posted :** 02/25/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	$25.40		$6.48	$6.70	$0.31	$0.00	$0.00	$0.16	$0.00	$0.00	$39.05	$51.75
Apprentice	Percent											
1st YEAR	50.00	$12.70	$0.00	$0.25	$0.31	$0.00	$0.00	$0.16	$0.00	$0.00	$13.42	$19.77
2nd YEAR	65.00	$16.51	$6.48	$1.77	$0.31	$0.00	$0.00	$0.16	$0.00	$0.00	$25.23	$33.49
3rd YEAR	75.00	$19.05	$6.48	$3.04	$0.31	$0.00	$0.00	$0.16	$0.00	$0.00	$29.04	$38.56
4th YEAR	85.00	$21.59	$6.48	$4.31	$0.31	$0.00	$0.00	$0.16	$0.00	$0.00	$32.85	$43.64

Special Calculation Note : Other is $0.16 for Industry fund.

Ratio :

1 Journeymen to 1 Apprentices per job site

Jurisdiction (* denotes special jurisdictional note) :

AUGLAIZE, CHAMPAIGN, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN, HOCKING, KNOX, LICKING, LOGAN, MADISON, MARION, MERCER, MORROW, PERRY, PICKAWAY, PIKE, ROSS, UNION, WYANDOT

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Sheet Metal Local 24 Columbus

Change # : LCR01-2015fbLoc24Col

Craft : Sheet Metal Worker **Effective Date :** 08/05/2015 **Last Posted :** 08/05/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	$27.71		$8.62	$10.48	$1.01	$0.00	$3.07	$0.00	$0.00	$0.00	$50.89	$64.74
APPRENTICE entered program AFTER June 1, 2009												
1st year 50%	$13.86		$7.17	$1.58	$0.80	$0.00	$0.00	$0.00	$0.00	$0.00	$23.41	$30.34
2nd year 60%	$16.63		$8.08	$6.66	$0.80	$0.00	$0.00	$0.00	$0.00	$0.00	$32.17	$40.49
3rd year 70%	$19.40		$8.25	$7.33	$1.01	$0.00	$2.15	$0.00	$0.00	$0.00	$38.14	$47.84
4th year 80%	$22.17		$8.38	$8.39	$1.01	$0.00	$2.46	$0.00	$0.00	$0.00	$42.41	$53.50
	Percent											
Apprentice entered program AFTER June 1, 2006 and BEFORE June 1, 2009												
2nd Year	60.00	$16.63	$7.46	$5.79	$0.85	$0.00	$1.41	$0.00	$0.00	$0.00	$32.14	$40.45
3rd Year	70.00	$19.40	$7.58	$6.76	$1.06	$0.00	$1.65	$0.00	$0.00	$0.00	$36.45	$46.15
4th Year	80.00	$22.17	$7.74	$9.13	$1.06	$0.00	$1.88	$0.00	$0.00	$0.00	$41.98	$53.06

Special Calculation Note : No special calculations for this skilled craft wage rate required at this time.

Ratio :

1 Journeyman to 1 Apprentice
2-8 Journeymen to 2 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY,

9-11 Journeymen to 3 Apprentices
12-14 Journeymen to 4 Apprentices
15-17 Journeymen to 5 Apprentices
18-20 Journeymen to 6 Apprentices
21-23 Journeyman to 7 Apprentices
24-26 Journeyman to 8 Apprentices
27-29 Journeymen to 9 Apprentices
30-32 Journeymen to 10 Apprentices
33-35 Journeymen to 11 Apprentices
36-38 Journeymen to 12 Apprentices
39-41 Journeymen to 13 Apprentices
42-44 Journeymen to 14 Apprentices
45-47 Journeymen to 15 Apprentices
48-50 Journeymen to 16 Apprentices
and so on

HOCKING, JACKSON, KNOX, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Change # : LCN02-2015fbLoc669

Craft : Sprinkler Fitter **Effective Date :** 07/29/2015 **Last Posted :** 07/29/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	$33.83		$8.52	$5.90	$0.45	$0.00	$4.72	$0.00	$0.00	$0.00	$53.42	$70.34
Indentured prior to April 2010												
45%	$16.92		$7.45	$0.00	$0.45	$0.00	$0.25	$0.00	$0.00	$0.00	$25.07	$33.53
50%	$16.92		$7.45	$0.00	$0.45	$0.00	$0.25	$0.00	$0.00	$0.00	$25.07	$33.53
55%	$18.61		$8.52	$5.90	$0.45	$0.00	$0.25	$0.00	$0.00	$0.00	$33.73	$43.04
60%	$20.30		$8.52	$5.90	$0.45	$0.00	$0.25	$0.00	$0.00	$0.00	$35.42	$45.57
65%	$21.99		$8.52	$5.90	$0.45	$0.00	$4.72	$0.00	$0.00	$0.00	$41.58	$52.57
70%	$23.68		$8.52	$5.90	$0.45	$0.00	$4.72	$0.00	$0.00	$0.00	$43.27	$55.11
75%	$25.37		$8.52	$5.90	$0.45	$0.00	$4.72	$0.00	$0.00	$0.00	$44.96	$57.65
80%	$27.06		$8.52	$5.90	$0.45	$0.00	$4.72	$0.00	$0.00	$0.00	$46.65	$60.18
85%	$28.76		$8.52	$5.90	$0.45	$0.00	$4.72	$0.00	$0.00	$0.00	$48.35	$62.73
90%	$30.45		$8.52	$5.90	$0.45	$0.00	$4.72	$0.00	$0.00	$0.00	$50.04	$65.26
Apprentice Indentured on or after April 2010	**Percent**											
ClLASS 1	45.00	$15.22	$7.45	$0.00	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$23.12	$30.74
CLASS 2	50.00	$16.91	$7.45	$0.00	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$24.81	$33.27
CLASS 3	55.00	$18.61	$8.52	$5.90	$0.45	$0.00	$0.25	$0.00	$0.00	$0.00	$33.73	$43.03
CLASS 4	60.00	$20.30	$8.52	$5.90	$0.45	$0.00	$0.25	$0.00	$0.00	$0.00	$35.42	$45.57
CLASS 5	65.00	$21.99	$8.52	$5.90	$0.45	$0.00	$0.50	$0.00	$0.00	$0.00	$37.36	$48.35
CLASS 6	70.00	$23.68	$8.52	$5.90	$0.45	$0.00	$0.50	$0.00	$0.00	$0.00	$39.05	$50.89
CLASS 7	75.00	$25.37	$8.52	$5.90	$0.45	$0.00	$0.50	$0.00	$0.00	$0.00	$40.74	$53.43
CLASS 8	80.00	$27.06	$8.52	$5.90	$0.45	$0.00	$0.50	$0.00	$0.00	$0.00	$42.43	$55.97
CLASS 9	85.00	$28.76	$8.52	$5.90	$0.45	$0.00	$0.50	$0.00	$0.00	$0.00	$44.13	$58.50
CLASS 10	90.00	$30.45	$8.52	$5.90	$0.45	$0.00	$0.50	$0.00	$0.00	$0.00	$45.82	$61.04

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Sprinkler Fitter work shall consist of the installation,dismantling,maintenance,repairs,adjustments,and corrections of all fire protection and fire control systems including the unloading,handling by hand,power equipment and installation of all piping or tubing,appurtenances and equipment pertaining thereto,including both overhead and underground water mains,fire hydrants and hydrant mains,standpipes and hose connections to sprinkler systems used in connection with sprinkler and alarm systems. Also all tanks and pumps connected thereto,also included shall be CO-2 and Cardox Systems, Dry Chemical Systems,Foam Systems and all other fire protection systems.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Truck Driver Bldg & HevHwy Class 1
Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change # : LCON1-2015fbBldgHevHwy

Craft : Truck Driver **Effective Date :** 05/01/2015 **Last Posted :** 03/31/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks, Oil Distributor - Asphalt Distributor-Tandems	$25.28		$6.81	$6.70	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$38.99	$51.63
Apprentice	**Percent**											
First 6 months	80.00	$20.22	$6.81	$6.70	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$33.93	$44.05
7-12 months	85.00	$21.49	$6.81	$6.70	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$35.20	$45.94
13-18 months	90.00	$22.75	$6.81	$0.00	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$29.76	$41.14
19-24 months	95.00	$24.02	$6.81	$0.00	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$31.03	$43.03
25-30 months	100.00	$25.28	$6.81	$0.00	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$32.29	$44.93

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

3 Journeymen to 1 Apprentice per company/project	ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

** Asphalt - Oil spray bar man when operating from cab shall receive $0.20 cents per hour above their Basic Hourly Rate.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Truck Driver Bldg & HevHwy Class 2
Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change # : CN1-2015-fbBldgHevHwy

Craft : Truck Driver **Effective Date :** 05/01/2015 **Last Posted :** 03/31/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks-Pole Trailers-Ready Mix Trucks-Fuel Trucks-Asphalt-Oil Spray bar men- 5 Axle & Over - Belly Dumps-End Dumps-Articulated Dump Trucks- Low boys-Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation-Truck Mechanics (when needed)	$25.70		$6.81	$6.70	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$39.41	$52.26
Apprentice	**Percent**											
First 6 months	80.00	$20.56	$6.81	$6.70	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$34.27	$44.55
7-12 months	85.00	$21.84	$6.81	$6.70	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$35.56	$46.48
13-18 months	90.00	$23.13	$6.81	$0.00	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$30.14	$41.71
19-24 months	95.00	$24.41	$6.81	$0.00	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$31.42	$43.63
25-30 months	100.00	$25.70	$6.81	$0.00	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$32.71	$45.56

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

3 Journeymen to 1 Apprentice per company/project	ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

** Asphalt - Oil spray bar man when operating from cab shall receive $0.20 cents per hour above their Basic Hourly Rate.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 1275

Change # : LCR03-2015fbLoc1275

Craft : Painter **Effective Date :** 07/29/2015 **Last Posted :** 07/29/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	$24.45		$5.27	$5.54	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$35.71	$47.93
Paperhanger Wall Washer	$24.45		$5.27	$5.54	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$35.71	$47.93
Spray Painter	$24.95		$5.27	$5.54	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$36.21	$48.68
Structural Steel Swing Stage	$24.75		$5.27	$5.54	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$36.01	$48.39
Sandblast steam Clean Water Blasting (3500 PSI and Over) and Hazardous	$25.15		$5.27	$5.54	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$36.41	$48.98
Stacks and towers	$27.96		$5.27	$5.54	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$39.22	$53.20
Tanks - All Tanks 50,000 gallon capacity or more	$27.96		$5.27	$5.54	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$39.22	$53.20
Apprentice	**Percent**											
0-1000	50.00	$12.23	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$18.01	$24.13
1001-2000	55.00	$13.45	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$19.24	$25.96
2001-3000	60.00	$14.67	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$20.46	$27.79
3001-4000	65.00	$15.89	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$21.68	$29.63

4001-5000	70.00	$17.11	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$22.90	$31.46
5001-6000	75.00	$18.34	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$24.13	$33.30
6001-7000	85.00	$20.78	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$26.57	$36.96
7001-8000	90.00	$22.00	$5.27	$0.07	$0.45	$0.00	$0.00	$0.00	$0.00	$0.00	$27.79	$38.80

Special Calculation Note : APPRENTICES BASED ON % OF EACH CLASS ABOVE PLUS FULL FRINGES

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, KNOX, LICKING, MADISON, MUSKINGUM, PERRY, PICKAWAY*, ROSS*, UNION

Special Jurisdictional Note :

Details :

Heavy Highway Class 1 are qualified painters,blasters,riggers. Class 2 Equipment Tenders /or containment Builders are hired to tend employers equipment also engage in the building & moving of containment systems. Class 3 support personnel will perform Quality control duties,clean abrasive blast materials, load and unload trucks, handle all materials, man safety boats, & handle traffic control. All Tanks 50,000 gallon capacity or more will be at the tank stated rate.

END OF DOCUMENT

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

Actual Energy Savings	Actual cost savings attributable to the Energy Conservation Measures described in the Contract Documents, which are measured and/or calculated as specified in Exhibit 3 - Baseline Energy Consumption and Exhibit 1 - Service Scope of Work.
Addenda or Addendum	Written or graphic instrument issued prior to the Proposal deadline which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections. Addenda become part of the Contract Documents when the Performance Contract Form is executed.
Allowance	A sum stipulated in the Contract Documents for a defined scope of the Work that may not be completely defined at the Proposal deadline.
Alternate	A change in the proposed Project scope, which may include but is not limited to alternate materials or methods of construction, and an amount stated on the Proposal form to be added to or deducted from the base Proposal if the corresponding Alternate is incorporated into the Contract.
Alternative Dispute Resolution	A voluntary and non-binding process for the administrative review, consideration, and attempted settlement of a dispute, without resort to judicial process, including but not limited to partnering, negotiation, mediation, impartial fact-finding, dispute review board, and mini-trials, but shall not include arbitration.
Applicable Law	All federal, state, and local codes, statutes, ordinances, and regulations that apply to the performance of the Work.
As-Built Documents	Documents, including but not limited to Drawings, Addenda, Specifications, executed amendments, and other elements of the Contract Documents which the Contractor annotates and otherwise modifies to indicate changes made during the construction process, the location of concealed and buried items, and other information useful to the Owner throughout the life of the completed Project.
Certificate of Contract Completion	A form used to document that the Contractor's Work is complete, and the Contractor has complied with all conditions precedent to final payment.
Certificate of Substantial Completion	A form used to document **(1)** that the Contractor has achieved Substantial Completion of the Work or a designated portion of the Work for which the Contracting Authority and the Owner have agreed to take Partial Occupancy, and **(2)** the date on which the associated Substantial Completion of the Work was achieved.
Claim	A demand or assertion, initiated by written notice, certified by one of the parties to the Contract seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract.
Claim Affidavit	A sworn document used in conjunction with filing a lien, which contains a claim on the funds that are due to a Contractor, in favor of a Person supplying labor, materials, or services for the value of labor, materials, or services supplied.
Commission	See "Ohio Facilities Construction Commission."

Construction Progress Schedule The schedule for performance of the Contract; showing the time for completing the Work within the Contract Time; the planned sequence for performing the various components of the Work; the interrelationship between the activities of the Contractor, Contracting Authority, and Owner; as periodically updated during the performance of the Work.

Contract The state of legal obligation entered into by the State and the Contractor, whereby they have agreed to an exchange of certain acts, materials, equipment, and services for certain monetary consideration, under all terms and conditions specified in the Contract Documents, which shall remain in full force and effect until such time as all obligations under the Contract have been lawfully and completely discharged, or the Contract is terminated under other conditions specified in the Contract Documents.

Contract Completion The schedule Milestone in the progress of any Phase when the Work is completed in accordance with the terms of the Contract Documents and Contractor has satisfied all of its other obligations under the Contract Documents, including but not limited to **(1)** all governmental authorities have given final, written approval of the Work, **(2)** a final unconditional certificate of occupancy has been granted and issued to the Owner by the appropriate governmental authorities, **(3)** the Contractor's Work is 100 percent complete, and **(4)** all Punch List items have been completed or corrected, and **(5)** the Contractor has complied with conditions precedent to final payment and release of retained funds.

Contract Documents Collectively, the documents that constitute the substance of the Contract including the Request for Proposals, Drawings, Specifications, Addenda if any, General Conditions, Supplementary Conditions if any, Wage Rates; and the executed Performance Contract, Bonds, and amendments if any.

Contract Sum The amount stipulated in the Performance Contract Form that is the total amount payable to the Contractor for performance of the Work, including adjustments authorized by executed amendments.

Contract Time The period stipulated in the Performance Contract Form for performance of the Work, in consecutive days, beginning and ending on the dates established by the Notice to Proceed, including adjustments authorized by executed amendments.

Contracting Authority The party identified in the Agreement, which may be the Ohio Facilities Construction Commission; an agency of the state of Ohio; an Institution of Higher Education or division thereof; a School District Board; or the legislative body of a political subdivision.

Contractor A Person, that provides services that form an integrated delivery system, is responsible to a public authority for both the design and construction, demolition, alteration, repair, or reconstruction of a public improvement, and which is party to the Contract for the performance of Work on the Project in accordance with the Contract Documents.

Contractor's Documents All Project-related documents, including those in electronic form, prepared by the Contractor and its Subcontractors.

Contractor Payment Request The form furnished by the Commission that is to be used by the Contractor in requesting payments and which, when signed by the Contractor, shall serve as an affidavit that payments requested are in proportion to the Work completed as shown on the Schedule of Values.

Contractor's Punch List	A document prepared by the Contractor that consists of a list of items of Work to be completed or corrected by the Contactor as a condition precedent to Contract Completion.
Correction Period	A period of one year commencing on the date of Substantial Completion of the Work or a designated portion of the Work which the Contracting Authority and Owner have agreed to take Partial Occupancy.
Criteria Engineer	The engineer identified in the RFP, that will assist the Contracting Authority in connection with the establishment of design criteria for the Project, and, if requested by the Contracting Authority, to serve as the representative of the Contracting Authority and to provide other design and construction administration services on behalf of the Contracting Authority, including but not limited to confirming that the design prepared by the Contractor reflects the original design intent.
Date of Commencement	The date established in a Notice to Proceed issued by the Contracting Authority to the Contractor to mark the start of the Work and the beginning of the running of the Contract Times.
day	A calendar day of 24 hours measured from midnight to midnight, unless otherwise expressly specified to mean a business day.
Defective Work	Work that does not conform to the Contract Documents; or does not meet the requirements of any applicable statute, rule or regulation, inspection, reference standard, test or approval; or has been damaged prior to the Contracting Authority's recommendation of final payment, unless responsibility for the protection thereof has been expressly assumed by the Owner; or that is not free from defects in workmanship, materials or equipment during the period of any warranty or guarantee.
Differing Site Condition	Either **(1)** a subsurface or otherwise concealed physical condition encountered at the Site that differs materially from the conditions indicated in the Contract Documents or **(2)** an unknown physical condition of an unusual nature encountered at the Site that differs materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.
Drawings	Graphic portions of the Contract Documents, showing the design, type of construction, location, dimension, and character of the Work to be provided by the Contractor, which generally includes plans, elevations, sections, details, schedules, diagrams, notes, and text.
Energy Conservation Measure or ECM	An installation or modification of an installation in, or a remodeling of, an existing building in order to reduce the Owner's energy consumption and operating costs.
energy savings summary	A report submitted by the Contractor to the Owner describing Actual Energy Savings achieved for each Energy Conservation Measure, including load adjustments due to weather, occupancy, or major equipment changes, as applicable.

Electronic File Information maintained in a computer system or format that is intended to facilitate a Person's use and manipulation of the information including but not limited to Word, Excel, PDF, Primavera, CAD, and BIM files all in their native format.

Extra Materials Materials required by the Contract Documents that are not incorporated into the Project but are given to the Owner to be used for future maintenance or repairs.

Final Inspection The final review of the Work of the Contractor by the Contracting Authority to determine whether issuance of the Certificate of Contract Completion is appropriate.

furnish Supply and deliver to the Site, or other specified location, ready for installation.

General Conditions The State's Standard General Conditions currently in effect, which may be modified by the Commission from time to time.

Guarantee Bond A bond, letter of credit, or other instrument of security submitted by the Contractor, in a form approved by the Contracting Authority, to provide assurance that the Contractor will achieve the amount of the Guaranteed Savings specified in the Service Agreement.

Guaranteed Savings Costs which the Contractor warrants and guarantees the Owner will avoid due to implementation of the Energy Conservation Measures set forth in the Contract Documents. The Guaranteed Savings are set forth in Schedule B of Exhibit 2 - Guaranteed Savings Schedule.

Hazardous Materials Any material, substance, pollutant, or contaminant that is defined, regulated, referenced, or classified in the Comprehensive Environmental Response, Compensation and Liability Act, Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, Clean Air Act, Hazardous Materials Transportation Uniform Safety Act, Toxic Substances Control Act, or any other Applicable Law relating to any hazardous, toxic, or dangerous waste, substance, or material. Any substance or material that, after release into the environment or upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will, or may reasonably be anticipated to, cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes but is not limited to asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.

Indemnified Parties The State, Contracting Authority, Owner, and their respective officials, officers, consultants, agents, representatives, and employees, in both individual and official capacities.

install Put into use or place in final position, complete and ready for intended service or use.

Institution of Higher Education	Any state of Ohio university or college, community college, state of Ohio community college, technical college, university branch, community college district, technical college district, university branch district, and the applicable board of trustees or, in the case of a university branch district, any other managing authority.
Liquidated Damages	A sum established in the Contract Documents to be paid to the Owner due to the Contractor's failure to complete the Work within the Contract Time for achievement of Substantial Completion, or any applicable portion of the Work on or prior to any Milestone date stated on the Agreement.
Material Supplier	A Person under a contract with the Contractor to furnish materials or supplies in furtherance of the Work, including all such Persons in any tier. Material Supplier does not include any Separate Contractor unless expressly assigned in writing to the Contractor by the Owner and accepted by the Contractor.
Milestone	A principal event specified in the Contract relating to an intermediate completion date or time prior to Substantial Completion of all Work.
Modification	A **(1)** written amendment to the Contract signed by both parties, **(2)** an allocation adjustment, or **(3)** an order for a minor change in the Work.
Notice of Commencement	A notice prepared by the Contracting Authority identifying the Project, the Contractors, the Surety for each Contractor, and the name of the Contracting Authority's representative upon whom a Claim Affidavit may be served.
Notice of Intent to Award	A written notice provided by the Contracting Authority to the apparent successful Offeror stating that upon satisfactory compliance with all conditions precedent for execution of a Contract within the time specified, the Contracting Authority intends to execute a Contract with the Offeror.
Notice to Proceed	A written notice provided by the Contracting Authority authorizing the Contractor to proceed with the Work and establishing the dates for commencement and completion of the Work.
OAC	Ohio Administrative Code
Offeror	A Person that submitted a Proposal.
Ohio Facilities Construction Commission	The authorized contracting agent for public improvement projects in accordance with ORC Chapters 123 and 153, acting by and through its Executive Director.
ORC	Ohio Revised Code
Owner	The state of Ohio agency, Institution of Higher Education or division thereof, School District Board, or other instrumentality for whom the Project is being constructed.
Partial Occupancy	The condition that occurs when the Owner occupies or uses a portion of the Project prior to Contract Completion, partial occupancy is approved by authorities having jurisdiction, and items of Work cannot be completed until a subsequent date.

partnering A voluntary dispute prevention process involving team building activities to help define common goals, improve communication, and foster a problem solving attitude among a group of contracting parties that must work together throughout Contract performance to be less adversarial and more cooperative.

Payment Bond A written guaranty from a Surety to the Owner providing financial assurance that the Contractor will make the required payments to Subcontractors and Material Suppliers for all labor, materials, and other services related to the Project.

Performance Bond A written guaranty from a Surety to the Owner providing financial assurance that the Contractor will perform the Work in accordance with the Contract Documents.

Person An individual, corporation, business trust, estate, partnership, association, or other public or private entity.

Phase A separation in the Work of the Project by sequence or time intervals, which may include separate contractors for each Phase.

Product Data Manufacturer's standard illustrations, schedules, diagrams, performance charts, instructions, and brochures that illustrate physical appearance, size, and other characteristics of materials and equipment.

Project The public improvement, of which the Work performed under the Contract Documents may be the whole or a part.

Project Manager A permanent employee of the Contracting Authority assigned to the Project and authorized to perform specific responsibilities.

Project Manual That part of Construction Documents which consists of bound volume(s) of primarily written material which generally contain Division 00 - "Procurement and Contracting Requirements," and Divisions 01 through 49 - "Specifications," and other documents pertaining to the Project.

Proposal A written offer to perform the Contract, submitted in response to the RFP, accompanied by other required documents.

provide Furnish and install, complete and ready for intended use.

Punch List A document listing items of Work requiring correction or completion by the Contractor as a condition precedent to Contract Completion.

Record Documents Electronic files and printed documents of all nature prepared by the Contractor, which incorporate the information shown on the As-Built Documents. They consist of the "Record Drawings" and "Record Project Manual," Certificate of Substantial Completion, Certificate of Contract Completion (as complete), Contractor's Warranty, Manufacturers' Warrantees, certificate(s) of occupancy, approved shop drawings and other action submittals, Amendments, Addenda, Balancing Reports, and the final version of the approved Construction Progress Schedule.

Record Drawings The Drawings, which have been revised by the Contractor to show the changes made during the construction process, conformed to represent the Work as executed.

Record Project Manual	The Project Manual of the Contract Documents, which has been revised by the Contractor to show the changes made during the construction process, based on the As-Built Project Manual.
Request for Interpretation or RFI	A written request to the Contracting Authority seeking an interpretation or clarification of the Contract Documents.
Request for Proposal or RFP	An invitation for Offerors to submit a Proposal for the Project.
Samples	Physical examples, color selection items, field samples, and mock-ups furnished by the Contractor to illustrate functional and aesthetic characteristics of products, materials, equipment, or workmanship and establish criteria by which the Work shall be judged.
Schedule of Values	A full, accurate, and detailed statement furnished by the Contractor reflecting a defined breakdown of the Contract Sum.
Service Agreement	That certain agreement by and between the Owner and the Contractor titled "Service Agreement".
Shop Drawings	Drawings, diagrams, illustrations, and schedules specifically prepared for the Project provided by the Contractor or a Subcontractor to illustrate some portion of the Work. Shop Drawings are not Contract Documents. Shop Drawings on equipment shall include a written statement from the manufacturer of the equipment certifying the equipment is in compliance with the Contract Documents.
Site	The location designated for the Project.
Specifications	Those portions of the Contract Documents consisting of detailed written administrative, procedural, and technical requirements, included in Divisions 01 through 49, for the construction of the Work, whether physically on the Drawings or bound in separate volumes, including identification of acceptable materials, methods, equipment, quality, and workmanship.
Stage	A distinct period in the life cycle of a facility from concept through construction, to use and deconstruction or demolition. Typical Stages include the Design and Construction stages, which includes Construction and Closeout activities.
Standard Requirements	The brief name of the "State of Ohio Standard Requirements for Public Facility Construction," including but not limited to General Conditions, and other Division 00 Documents and Division 01 Sections; currently in effect, which the Commission may modify from time to time.
State	The government of Ohio, including any organized body, office, or agency established by the laws of this state for the exercise of any function of state government, any state institution of higher education as defined in ORC Section 3345.011.
Subcontract	Any contract or agreement between the Contractor and a Subcontractor for performance of a portion of the Work.

Subcontractor A Person who undertakes to perform any part of the Work on the Project under a contract with a Contractor or with any Person other than the State, including all such Persons in any tier. The term "Subcontractor" includes Material Suppliers, but does not include any Separate Contractor unless expressly assigned in writing to the Contractor by the Owner and accepted by the Contractor.

Substitution An article, device, material, equipment, form of construction, or other item, proposed by a prospective Offeror prior to the Proposal Deadline and approved by the Contracting Authority by Addendum, for incorporation or use in the Work as being functionally and qualitatively equivalent to essential attributes of a component specified in the proposed Contract Documents.

Substantial Completion The stage in the progress of the Work when the Work (or designated portion of the Work for which the Contracting Authority and Owner have agreed to take Partial Occupancy) is sufficiently complete in accordance with the Contract that the Owner can utilize the Work for its intended use, as determined by the Contracting Authority. The issuance of a certificate of occupancy or partial certificate of occupancy (if applicable) is a condition precedent to the achievement of Substantial Completion.

Substantially Complete See “Substantial Completion.”

Surety A Person providing a Bid Guaranty or a Bond to a Bidder or a Contractor, as applicable, to indemnify the State against all direct and consequential damages suffered by failure of the Bidder to execute the Contract, or of the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers, as applicable.

Work The labor, materials, equipment, and services, individually or collectively which are required by the Contract Documents, to be performed or provided by the Contractor for the Project. The furnishing of all material, labor, detailing, layout, supplies, plants, tools, scaffolding, transportation, temporary construction, superintendence, demolition, and all other services, facilities and items reasonably necessary for the full and proper performance and completion of the requirements of the Project as set forth in the Contract Documents, and items reasonably inferable therefrom and consistent therewith for the proper execution and completion of the construction and other services required by the Contract Documents, whether provided or to be provided by the Contractor or a Subcontractor, or any other entity for whom the Contractor is responsible, and whether or not performed or located on or off of the Site.

END OF DOCUMENT

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

ATTACHMENT 14a – PERFORMANCE CONTRACT

This Performance Contract, as evidenced by this Contract Form, made by and between:

_____

(the "Contractor") and the State of Ohio (the "State"), through the Ohio Facilities Construction Commission (the "Contracting Authority"), serving as the authorized contracting agent for the Department of Rehabilitation and Correction (the "Owner").

WHEREAS, pursuant to Ohio Revised Code ("O.R.C") Chapter 156, the State may implement Energy Conservation Measures ("ECM") to significantly reduce the operating costs and energy consumption of its buildings; and

WHEREAS, in compliance with O.R.C. Chapter 156, the Contracting Authority and the Contractor desire to enter into this Performance Contract for the installation and implementation of ECMs in certain of the Owner's facilities; and

WHEREAS, in addition to this Performance Contract, the Owner and the Contractor desire to enter into a Service Agreement, whereby the Contractor shall agree to perform additional services upon the ECMs and to guarantee certain energy savings therefrom; and

WHEREAS, capitalized terms used in this Performance Contract and not defined herein shall have the meanings ascribed to them in Schedule A, Exhibit 3 - Contracting Definitions.

WHEREAS, in addition to the terms and conditions contained herein, incorporated into this Performance Contract are the following Contract Documents:

Schedule A: Conditions of the Performance Contract
- Exhibit 1: Scope of Work
- Exhibit 2: Performance and Payment Bond Form
- Exhibit 3: Contracting Definitions
- Exhibit 4: General Conditions
- Exhibit 5: Wage Rate Requirements
- Exhibit 6: Construction Progress Schedule

Schedule B: Service Agreement
- Exhibit 1: Service Scope of Work
- Exhibit 2: Guaranteed Savings Schedule
- Exhibit 3: Baseline Energy Consumption
- Exhibit 4: Guarantee Bond Form

Schedule C: Request for Proposal
- Exhibit 1: Owner's Request for Proposal ("RFP"), dated December 23, 2015
- Exhibit 2: RFP Addendum Issued _____

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1 - NATURE OF PERFORMANCE CONTRACT

1.1 The Contractor shall perform the entire Work described in the Contract Documents and reasonably inferable as necessary to produce the results intended by the Contract Documents for:

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

1.2 The Contractor shall install identifiable Energy Conservation Measures, facility improvement measures, and operational efficiency improvements as delineated in the Contract Documents, including Schedule A, Exhibit 1 - Scope of Work, which will result in Guaranteed Savings.

1.3 After installation of the Energy Conservation Measures, facility improvement measures, and operational efficiency improvements delineated in the Contract Documents, the Contractor shall provide the services identified in the Service Agreement (Schedule B), which include services that are necessary to monitor, measure, and/or achieve the identified Guaranteed Savings.

1.4 The Owner shall provide the Contractor or other Persons reasonably necessary for the performance of the Work, with access to the Site which is reasonably necessary to effectuate the Work. Notwithstanding the foregoing, the Owner reserves the right to restrict and/or deny access to the facilities to any of such foregoing Persons if such restriction or denial is based upon the Owner's reasonable safety and/or security concerns, and Owner reserves the right to require any such foregoing Persons to execute a waiver in order to access the facilities or any part thereof. The Owner may request criminal background checks on any Person being provided access to the Site by, or through, the Contractor.

1.5 By executing this Performance Contract, the Contractor represents that it has visited the Site, become familiar with the local conditions under which the Work is to be performed hereunder, and correlated these observations with the requirements of the Contract Documents. The Contractor shall immediately notify the Contracting Authority of any discrepancies between actual field conditions and the Contract Documents. Failure to visit the Site and examine existing conditions shall not relieve the Contractor from these requirements. The compensation set forth in Article 2 hereof shall not be increased, in any amount, because of local conditions not perceived by the Contractor, or because of the Contractor's failure to visit and inspect the Site.

1.6 The Contractor shall perform the Work required hereunder and the State shall not hire, supervise, or pay any assistants to the Contractor in its performance under this Performance Contract. The State shall not be required to provide any training to the Contractor to enable it to perform the Work required by this Performance Contract.

1.7 The State retains the right to ensure that the Contractor's Work under this Performance Contract is in conformity with the terms and conditions hereunder.

ARTICLE 2 - COMPENSATION

2.1 In order to finance the Project, the Contractor shall enter into a loan agreement with the Ohio Air Quality Development Authority ("OAQDA") whereby the OAQDA will loan to the Contractor the proceeds from the issuance of its air quality revenue bonds as payment for the Contractor's performance under this Contract. The loan funds will be escrowed and will be distributed in accordance with the payment process set forth in Section 2.3.

2.2 The Contractor agrees to repay the OAQDA loan in accordance with the loan agreement. However, the Contractor's obligation to repay the loan shall be limited to, and payable solely from, the rental payments made by the Owner in accordance with the schedule set forth in a lease/purchase agreement entered into between the Contractor and the Contracting Authority on behalf of the Owner.

2.3 In accordance with the terms and conditions of any lease/purchase agreement, the Owner agrees to pay the Contract Sum of $_____ through the Contracting Authority to the OAQDA or its subsequent assignee as payment for the Contractor's performance under this Performance Contract.

2.4 In order for the Contractor to be paid the proceeds of the loan by the OAQDA, the Contractor must submit a Contractor Payment Request to the Contracting Authority pursuant to Section 9.2 of the General Conditions. The Contractor Payment Request must include an application and certificate for payment as prescribed by the Contracting Authority. The application shall include a description of each ECM installed or implemented, scheduled value of the work performed, and percentage of completion for each ECM. Before any OAQDA funds will be released from escrow, the selected escrow agent must receive a fully executed Contractor Payment Request from the Contracting Authority. The Contracting Authority may withhold its approval of a Contractor Payment Request pursuant to the terms and conditions of Section 9.3 of the General Conditions or if the Contractor is in default of this Performance Contract. The Contracting Authority will promptly notify the Contractor, the selected escrow agent, the OAQDA and its subsequent assignee if any approval is withheld.

2.5 The Contractor will not seek any other funds from the Owner or the Contracting Authority as payment for the installation of the Equipment or for any other Work completed under this Contract.

ARTICLE 3 - TIME OF PERFORMANCE

3.1 The Contractor shall diligently prosecute and complete all Work such that Final Acceptance occurs in _____ consecutive days, following the date of the Notice to Proceed, unless an extension of time is granted by the Contracting Authority in accordance with the Contract Documents. In the event that such an extension of time is granted, the schedule for commencement of the Guaranteed Savings period shall be adjusted accordingly. The period established in this paragraph is referred to as the Contract Time.

3.2 The Contractor shall perform and complete all Work under the Performance Contract within the established Contract Time, and each applicable portion of the Work must be completed upon its respective Milestone date, unless the Contractor timely requests, and the Contracting Authority grants, an extension of time in accordance with the Contract Documents. In the event that no such extension of time is granted, no adjustments shall be made to the schedule for commencement of the Guaranteed Savings period.

3.3 The Contractor's failure to complete all Work within the period of time specified, or failure to have the applicable portion of the Work completed upon any Milestone date, shall entitle the Contracting Authority to retain or recover from the Contractor, as Liquidated Damages, the applicable amount set forth in the following table for each and every calendar day thereafter until Contract Completion or the date of completion of the applicable portion of the Work, unless the Contractor timely requests, and the Contracting Authority grants, an extension of time in accordance with these Contract Documents. The Liquidated Damages amount is applicable to Milestone dates only when so stated in this Contract Form.

LIQUIDATED DAMAGES SCHEDULE

Contract Sum	Amount per day
Less than $50,000	$150
From $50,000.01 to $150,000	$250
From $150,000.01 to $500,000	$500
From $500,000.01 to $2,000,000	$1,000
From $2,000,000.01 to $5,000,000	$2,000
From $5,000,000.01 to $10,000,000	$2,500
More than $10,000,000	$3,000

3.4 The Contracting Authority's right to recover the Liquidated Damages amount does not preclude any right of recovery for actual damages.

ARTICLE 4 – BONDS

4.1 Throughout the Contract Time, the Contractor shall provide a Performance Bond.

4.2 Pursuant to Schedule B, the Contractor warrants and guarantees to the Owner that the facilities shall realize the Guaranteed Savings. In order to ensure payment of any savings shortfall as provided in Schedule B, the Contractor shall provide, throughout the Contract Time, a Guarantee Bond or assurances acceptable to the Contracting Authority, in its sole discretion, that a Guarantee Bond will be made available at the commencement of the Service Agreement.

4.3 The Contractor's failure to maintain both a Guarantee Bond or assurances acceptable to the Contracting Authority as set forth in Section 4.2, and a Performance Bond during the Contract Time shall be considered a default under this Performance Contract.

ARTICLE 5 - CONTRACT DOCUMENTS

5.1 The Contract Documents embody the entire understanding of the parties and form the basis of the Contract between the Contracting Authority and the Contractor.

5.2 The Contract and any modifications, amendments, or alterations thereto shall be governed, construed, and enforced by and under the laws of the State of Ohio.

5.3 If any term or provision of the Contract, or the application thereof to any Person or circumstance, is finally determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other Persons or circumstances shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

5.4 The Contract shall be binding on the Contractor and Contracting Authority, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Contractor may not assign the Contract without the prior written consent of the Contracting Authority.

5.5 The Contract shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

5.6 A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

5.7 If there is a conflict between this Performance Contract and any of the Contract Documents incorporated herein, the following shall be the order of control:

1. This Performance Contract
2. Schedule A: General Conditions
3. Schedule C: Request for Proposal
4. Schedule B: Service Agreement

ARTICLE 6 - EFFECTIVENESS

6.1 It is expressly understood by the Contractor that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the Owner's appropriation not already encumbered to pay existing obligations.

6.2 The Contract shall become binding and effective upon execution by the Contracting Authority and approval by the Attorney General.

6.3 This Performance Contract has been executed in several counterparts, each of which shall constitute a complete original Performance Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

6.4 Any signatory hereto may deliver a copy of its counterpart signature page to this Performance Contract via fax or e-mail. Each signatory hereto shall be entitled to rely upon a signature of any other signatory delivered in such a manner as if such signature were an original.

ARTICLE 7 - REPRESENTATIONS

7.1 The Contractor represents and warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code ("O.R.C.") Section 9.24. If this representation and warranty is found to be false, the Contract is void, and the Contractor shall immediately repay to the Owner any funds paid under this Contract.

7.2 The Contractor hereby certifies that neither the Contractor nor any of the Contractor's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in O.R.C. Section 3517.13.

7.3 The Contractor, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws and will take no action inconsistent with those laws.

7.4 The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

7.5 In accordance with Executive Order 2011-12K, the Contractor hereby certifies, by its signature on this Contract Form, that it: (1) has reviewed and understands the Executive Order , (2) shall abide by those requirements in the performance of this Contract, (3) shall perform no services required under this Contract outside of the United States, (4) shall immediately notify the State of any change or shift in the location of services performed by the Contractor or its Subcontractors under this Contract, and (5) no services shall be changed or shifted to one or more locations that are outside of the United States. Further requirements related to offshore services are stipulated in paragraph 1.12 of the General Conditions.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Performance Contract as of the date set forth below:

_____	**STATE OF OHIO**
_____	_____
Signature	*Signature*
_____	_____
Printed Name	*Printed Name*
_____	_____
Title	*Title*
DEPARTMENT OF REHABILITATION AND CORRECTION Owner's Concurrence	**OHIO ATTORNEY GENERAL** Approval as to Form
_____	_____
Signature	*Signature*
_____	_____
Printed Name	*Printed Name*
_____	_____
Title	*Title*
	_____
	Date

END OF DOCUMENT

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

ATTACHMENT 14b – PERFORMANCE AND PAYMENT BOND FORM

(Form of Bond prescribed by Ohio Revised Code Section 153.57 - Not to be used as Bid Guaranty)

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

_____ as Principal, at _____

_____ and _____ as Surety,

are hereby held and firmly bound unto the State of Ohio, as Obligee, in the penal sum of _____ dollars, for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns to undertake the Project known as:

Project Number: _____

Project Name: _____

Contract Description: _____
(e.g., General Trades, Plumbing, HVAC, Electrical)

SIGNED AND SEALED this _____ day of _____, _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal did on the _____ day of _____, _____, enter into a Contract with the State of Ohio, which said Contract is made a part of this Bond the same as though set forth herein;

NOW, THEREFORE, if the above-named Principal shall well and faithfully do and perform the things agreed by the Obligee to be done and performed according to the terms of said Contract; and shall pay all lawful claims of Subcontractors, Material Suppliers, 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 Subcontractor, Material Supplier 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 said Contract or in or to the Plans and Specifications therefore shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including without limitation the Plans and Specifications.

PRINCIPAL:

_____

By _____

Title _____

SURETY:

_____

By _____

Attorney-in-Fact

SURETY INFORMATION:

Address _____

City, State ZIP _____

Phone _____

SURETY AGENT'S INFORMATION

Agency Name _____

Address _____

City, State ZIP _____

Phone _____

END OF DOCUMENT

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

ATTACHMENT 15a – SERVICE AGREEMENT

This Service Agreement (this "Service Agreement" or this "Agreement") is made by and between:

_____

(the "Contractor") and the Department of Rehabilitation and Correction (the "Owner").

WHEREAS, pursuant to Ohio Revised Code ("O.R.C") Chapter 156, the Owner may implement Energy Conservation Measures ("ECM") to significantly reduce the operating costs and energy consumption of its buildings; and

WHEREAS, in compliance with O.R.C. Chapter 156, the Owner and the Contractor executed a Performance Contract dated _____ ("Performance Contract") for the installation and implementation of ECM in certain of the Owner's facilities; and

WHEREAS, in addition to the Performance Contract, the Owner and the Contractor desire to enter into this Service Agreement, whereby the Contractor shall agree to perform additional services upon the ECM and to guarantee certain energy savings therefrom; and

WHEREAS, in addition to the terms and conditions contained herein, incorporated into this Service Agreement are the following Exhibits:

Exhibit 1: Service Scope of Work
Exhibit 2: Guaranteed Savings Schedule
Exhibit 3: Baseline Energy Consumption
Exhibit 4: Guarantee Bond Form

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1: NATURE OF SERVICE AGREEMENT

1.1 This Service Agreement incorporates the Performance Contract and all Schedules and Exhibits thereto as if fully rewritten herein.

1.1.1 If there is a conflict between this Service Agreement and the Performance Contract, the Performance Contract shall control.

1.1.2 If any part of the General Conditions is contrary to, prohibited by, or invalid under this Agreement, that provision shall be inapplicable and deemed omitted to the extent so contrary, and the remainder of the General Conditions shall be given full force and effect.

1.1.3 Capitalized terms used in this Contract and not defined hereon shall have the meaning ascribed to them in the Performance Contract, including Schedule A, Exhibit 3 - Contracting Definitions thereto.

1.2 The Owner enters into this Service Agreement in reliance upon the Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and the Contractor warrants that it does possess the necessary expertise and experience. The Owner further enters this Service Agreement in reliance upon Contractor's representations that the work included herein is necessary for Contractor to guarantee the savings set forth in Exhibit 2, and Contractor therefore waives any rights to setoff of the guaranteed savings based on work performed by Contractor's own forces.

1.3 By executing this Service Agreement, the Contractor represents that it has visited the Site, become familiar with the local conditions under which the Work is to be performed hereunder, and correlated these observations with the requirements of the Contract Documents. The Contractor shall immediately notify the Owner of any discrepancies between actual field conditions and the Contract Documents.

1.3.1 Failure to visit the Site and examine existing conditions shall not relieve the Contractor from these requirements. The compensation set forth in Exhibit 1, Service Scope of Work, shall not be increased, in any amount, because of local conditions not perceived by the Contractor, or because of the Contractor's failure to visit and inspect the Site.

1.4 The Contractor shall perform the Work required hereunder and the Owner shall not hire, supervise, or pay any assistants to the Contractor in its performance under this Service Agreement. The Owner shall not be required to provide any training to the Contractor to enable it to perform the Work required by this Service Agreement.

1.5 The Owner retains the right to ensure that the Contractor's Work under this Service Agreement is in conformity with the terms and conditions hereunder.

ARTICLE 2: RELATIONSHIP OF PARTIES

2.1 During the term of this Service Agreement, the Contractor shall be engaged by the Owner solely on an independent contractor basis, and the Contractor shall therefore be responsible for all the Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

2.2 It is fully understood and agreed that the Contractor is an independent contractor and neither the Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of the Owner or the State.

2.3 While the Contractor shall be required to perform the Work described hereunder for the Owner during the term of this Service Agreement, nothing herein shall be construed to imply, by reason of the Contractor's engagement hereunder on an independent contractor basis, that the Owner shall have or may exercise any right of control over the Contractor with regard to the manner or method of the Contractor's performance of Work hereunder.

2.4 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

2.5 The Contractor agrees to comply with all Applicable Law in the performance of the Work hereunder.

ARTICLE 3: THE OWNER

3.1 During the term of this Service Agreement, the Owner shall furnish, or authorize its energy suppliers to furnish, to the Contractor, upon its reasonable written request, the Owner's pertinent and complete records concerning energy and water consumption and related maintenance for the Site.

3.2 If the Contractor fails to correct Defective Work or persistently fails to perform the Work required by this Service Agreement, the Owner may issue a written notice to the Contractor providing 3 days for the Contractor to begin to correct the Defective Work ("72-Hour Notice").

3.2.1 A copy of the 72-Hour Notice shall be issued to the Contractor's Guarantee Bond Surety.

3.3 If the Contractor fails or refuses to commence and continue to correct the Defective Work with diligence and promptness within three business days after receiving the 72-Hour Notice, the Owner may, without jeopardizing other remedies, take any action the Owner deems appropriate to correct the Defective Work including, but not limited to, exercising its termination rights under paragraph 11.1.

3.3.1 If the Owner proceeds as described in paragraph 3.3, the Contractor shall pay all resulting costs and damages. These costs and damages include, but are not limited to, the cost of correcting the Defective Work as well as shortfalls in the Guaranteed Savings and the related fees and charges of engineers, architects, attorneys, and other professionals. The Owner shall deduct the costs and damages from payments then or thereafter due the Contractor. If the payments then or thereafter due to the Contractor under this Service Agreement are insufficient to cover such amount, the Contractor shall immediately pay the amount of the insufficiency to the Owner. If the Contractor cannot reimburse the Owner for all resulting costs and damages, because of bankruptcy or for any other reason, the Owner shall collect on the Contractor's Guarantee Bond.

3.4 The Owner shall notify the Contractor, or its designated Subcontractor, within two business days after the Owner's actual knowledge of:

3.4.1 Malfunction in the operation of an ECM or any preexisting energy-related equipment that Owner reasonably determines might materially impact the Guaranteed Savings;

3.4.2 Interruption or alteration to the energy supply to the Site that Owner reasonably determines might materially impact the Guaranteed Savings;

3.4.3 Alteration or modification in any energy-related equipment or its operation that Owner reasonably determines might materially impact the Guaranteed Savings; or

3.4.4 An emergency condition affecting the ECM that Owner reasonably determines might materially impact the Guaranteed Savings.

3.5 The Owner shall adhere to, follow, and implement manufacturer, dealer, and supplier recommendations commensurate with the manufacturer, dealer, or supplier warranties that were assigned to the Owner under the Performance Contract. The Owner shall adhere to, follow, and implement the energy conservation procedures and methods of operation set forth in Exhibit 1, Service Scope of Work, including upon the occurrence of one of the events listed in paragraph 3.4 above.

3.6 The Owner is exempt from federal, state, and municipal sales and excise taxes. The compensation included in Exhibit 1, Service Scope of Work, shall be net and shall not include the amount of any such

tax. The Owner shall provide exemption certificates to the Contractor upon request.

ARTICLE 4: THE CONTRACTOR

4.1 The Contractor shall timely and diligently perform all Work provided in Exhibit 1, Service Scope of Work to the satisfaction of the Owner.

4.2 In performing the Work described in Exhibit 1, Service Scope of Work, the Contractor shall:

4.2.1 Comply with all Applicable Law.

4.2.2 Supervise and direct the Work, using the Contractor's best skill and attention.

4.2.3 Be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

4.2.4 Keep a supervisor, who is satisfactory to the Owner, constantly upon the Site while the Contractor's Work is in progress. The supervisor must have full authority to promptly carry out the Owner’s instructions. The supervisor shall represent the Contractor in the Contractor's absence, and all directions with reference to materials and workmanship given to the supervisor shall be binding as if given to the Contractor.

4.2.5 Employ only skilled and reliable workers and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to them.

4.2.6 At all times enforce strict discipline and good order among its workers. The Owner may order the discontinuance of the services of any worker employed on the Work who does not, in the Owner’s sole opinion, possess satisfactory skill and qualification or is otherwise objectionable.

4.2.7 Work collaboratively with the Owner’s administrative, academic, and maintenance staff to avoid labor related and other types of disputes.

4.2.8 Agree that all Persons working for or on behalf of the Contractor whose duties bring them upon the Owner’s premises shall obey the rules and regulations that are established by the Owner including, but not limited to, those dealing with harassment.

4.2.9 Be solely responsible for the acts of its employees and agents while on the Owner’s premises.

4.2.10 Maintain sole responsibility for any Hazardous Material the Contractor may bring to the Site.

4.2.11 Within 1 day, respond to notice given by the Owner under paragraph 3.4 herein and promptly thereafter proceed with corrective measures and/or cooperate with Owner with respect to any emergency corrective measures already commenced.

4.2.12 Unless otherwise specifically noted in Exhibit 1, Service Scope of Work, provide and pay for all labor, materials, equipment, tools and machinery, transportation and other facilities and services necessary for the proper execution and completion of the Work.

4.2.13 Follow all standards and instructions provided by the manufacturers of equipment and material used in the performance of the Work, to ensure that the terms and conditions of all applicable manufacturer, dealer, or supplier warranties are complied with.

4.2.14 Guarantee all of the Work, including any Work performed by Subcontractors, for a period of one year after the date of service. Neither payment, nor any provision in the Contract Documents, nor partial or entire use of the related premises by the Owner shall constitute acceptance of the Work not done in accordance with the Contract Documents, nor shall it relieve the Contractor of liability in respect to any express warranties or responsibility for fault in material or quality of Work.

4.2.15 Prior to any Subcontractor performing any Work under this Service Agreement, submit the Subcontractor's name and qualifications to the Owner for approval. Upon written approval issued by the Owner to the Contractor, the Subcontractor may commence such Work.

4.2.16 Immediately notify Owner in the event that, for any reason, equipment must be shut down for an extended period. The Contractor shall report the measures being taken to mitigate the impact to Owner and the amount of time required to return the equipment to service.

4.3 The Contractor hereby warrants and represents that the Contractor is financially solvent, able to pay its debts as they mature, and in possession of sufficient working capital to perform its obligations under this Service Agreement.

ARTICLE 5: TIME OF PERFORMANCE

5.1 The Work as stated in Exhibit 1, Service Scope of Work, shall be commenced on _____ and concluded on _____. This period shall be the "Initial Term" of this Service Agreement.

5.2 The Owner may, in its sole discretion, renew this Service Agreement for _____ additional terms of 2 years each ("Renewal Term(s)"), aligned with the corresponding biennium, on the same terms and conditions as set forth herein. The Owner may exercise its Renewal Terms by giving written notice to the Contractor prior to expiration of the then-current term.

5.2.1 Any reference in this Service Agreement to "term of this Service Agreement" shall include the Initial Term and any Renewal Terms.

5.3 The term of this Service Agreement shall be completed no later than ten (10) years and three (3) months from the date that the Owner executes the Final Certification of Contract Completion.

5.4 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Service Agreement would be contrary to the terms of O.R.C. Section 3517.13, O.R.C. Section 127.16, or O.R.C. Chapter 102.

ARTICLE 6: COMPENSATION

6.1 The Owner shall pay the Contractor, for Work performed under this Service Agreement, in accordance with Exhibit 1, Service Scope of Work.

6.2 The Contractor shall not be reimbursed for travel, lodging, or any other expenses incurred in the performance of this Service Agreement.

6.3 The Contractor shall submit an invoice for the Work performed consistent with paragraph 6.1, and each invoice shall contain a description of the Work performed and total hours worked. Upon receipt and approval of the invoice by the Owner, a voucher for payment shall be processed.

6.3.1 The Owner may, in its sole discretion, decline to approve an invoice and may withhold payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's sole opinion:

6.3.1.1 The Work has not been completed in accordance with Exhibit 1, Service Scope of Work;

6.3.1.2 Defective Work has not been remedied;

6.3.1.3 The Contractor fails to perform any provision of this Service Agreement;

6.3.1.4 Third Party claims have been filed or there is reasonable evidence indicating the filing of such claims; or

6.3.1.5 The Contractor has not made proper payments to Subcontractors.

6.3.1.6 The Contractor has failed to report as required by paragraph 24.1.

6.3.2 When the grounds listed in paragraph 6.3.1 above are removed, payments shall be made for the amount withheld, in accordance with this Article 6, Compensation.

6.4 The Contractor shall make prompt payment to all Persons and Subcontractors providing any Work required by Exhibit 1, Service Scope of Work.

6.5 If, at any time, there should be evidence of any lien or claim for which, if established, the Owner may become liable and which is chargeable to the Contractor, the Owner shall cause to be retained an amount equal to the lien or claim from subsequent payments due to the Contractor for the purpose of securing such lien or claim.

6.5.1 Should there prove to be any such lien or claim after payments are made, the Contractor shall promptly refund to the Owner a sum of money equal to the sum of all monies that the Owner may be compelled to pay in discharging any lien or claim on the premises made obligatory by the Contractor's default.

6.6 In the event that Owner incurs out-of-pocket costs for time and materials in connection with emergency attention to a malfunction in the operation of an ECM, provided owner complies with the terms of paragraph 3.4 hereof, Contractor shall reimburse owner for such costs promptly upon request therefor. In Owner's sole discretion, Owner may offset against any sums due hereunder any such costs billed but not yet paid by Contractor.

6.7 It is expressly understood and agreed by the parties that none of the rights, duties, or obligations described in this Service Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State.

ARTICLE 7: GUARANTEED SAVINGS AND RECONCILIATION

7.1 The Contractor hereby warrants and guarantees that the Owner shall achieve the Guaranteed Savings.

7.2 The Contractor shall submit an energy savings summary to the Owner on an annual basis, beginning

fifteen (15) months from the issuance of the Certification of Contract Completion, and continuing every twelve (12) months until the end of this Service Agreement.

7.2.1 The summary shall include and reflect load adjustments due to weather, occupancy, or major equipment changes, if applicable.

7.2.2 The summary shall account for the impact of the occurrence of any and all of the factors set forth in paragraph 3.4 above, as applicable. The Owner shall receive credit due for malfunction of an ECM, Defective Work or any other discrepancy between Actual Energy Savings and Guaranteed Savings that is attributable to the Contractor.

7.3 Reconciliation of the Guaranteed Savings shall commence upon the issuance of the Final Certification of Contract Completion.

7.4 The Actual Energy Savings shall be measured and/or calculated as specified in Exhibit 3, Baseline Energy Consumption, and Exhibit 1, Service Scope of Work. The Contractor shall provide an explanation and supplemental documentation of Actual Energy Savings upon request by the Owner. The Contractor shall, at the Owner's request, work cooperatively with the Owner's representative to reconcile the Actual Energy Savings and the Guaranteed Savings.

7.5 If the Actual Energy Savings in any year of the Contract according to the agreed upon Energy Savings Summary are less than the Guaranteed Savings for that year, the Contractor shall, in the Owner's sole discretion, pay or credit the Owner the difference, as follows:

7.5.1 Within 30 days of the Owner's request, the Contractor shall submit payment to the Owner for the amount of the difference; or

7.5.2 The Owner may carry the negative balance forward to be included in the following year's reconciliation.

7.6 If the Actual Energy Savings in any year of the Contract prior to the final year exceed the Guaranteed Savings for that year, the Owner shall, in its sole discretion:

7.6.1 Carry the positive balance forward and add it to the savings generated during any future years; or

7.6.2 If the prior year produced Actual Energy Savings less than the Guaranteed Savings for that year and the Contractor, pursuant to paragraph 7.5.1 above, submitted payment to the Owner for the amount of the difference, submit payment to the Contractor as recovery of such amount. Any overage, following payment for recovery of such amount, shall be carried forward and added to the savings generated during any future years.

7.7 If the Actual Energy Savings in the final year of the Contract exceed the Guaranteed Savings for that year, after accounting for any negative or positive balance adjustments pursuant to paragraphs 7.5 and 7.6 hereof, the Owner shall submit payment to the Contractor in the amount that Actual Energy Savings exceed Guaranteed Savings.

7.8 Any disputes between the Owner and the Contractor regarding reconciliation and reimbursement for savings shortfalls shall be resolved under Article 8 of the General Conditions (Schedule A-Exhibit 4 of the Performance Contract).

ARTICLE 8: GUARANTEE BOND

8.1 As a condition precedent to execution of this Service Agreement, the Contractor must file a Guarantee Bond payable to the Owner. The Guarantee Bond shall serve as assurance that the Actual Energy Savings will meet or exceed the Guaranteed Savings Schedule set forth on Exhibit 2 hereto.

8.1.1 The initial Guarantee Bond shall be a three-year bond in the total amount of the first three (3) years of Guaranteed Savings. The amount of the bond shall decrease for the second and third years on a pro rata basis.

8.1.2 The Guarantee Bond must be signed by an authorized agent, with a Power of Attorney, from a Surety authorized by the Department of Insurance to transact business in the State of Ohio.

8.2 If the Contractor cannot reimburse the Owner for savings shortfalls, because of bankruptcy or for any other reason, the Owner shall collect on the Contractor's Guarantee Bond. If the Owner is unable to collect on the Guarantee Bond, the Owner shall collect the remaining amount of Guaranteed Savings directly from the Contractor. If the Contractor is in bankruptcy, the Owner shall be a creditor in any bankruptcy proceedings for the remaining amount of the Guaranteed Savings.

8.3 The Contractor's failure to maintain a Guarantee Bond when required by the Owner during the term of this Service Agreement shall be considered a default under this Service Agreement.

ARTICLE 9: ECM MODIFICATION, ALTERATION, OR UPGRADING

9.1 During the term of this Service Agreement, the Owner shall not, without the Contractor's prior written approval, which approval shall not be unreasonably withheld, affix or install any accessory, equipment, or device on any of the ECM if such addition will materially adversely affect the Actual Energy Savings or materially impair the originally intended functionor use of the ECM.

9.2 During the term of this Service Agreement, the Owner shall not, without the Contractor's prior written approval, which approval shall not be unreasonably withheld, move, remove, modify, alter, or change the ECM or any part thereof in any way that would materially adversely affect the Actual Energy Savings.

9.2.1 Notwithstanding paragraphs 9.1 and 9.2 above, the Owner may take reasonably necessary action to protect the ECM and/or its surrounding property if, because of an emergency, it is not possible or reasonable to notify the Contractor before taking such action.

9.2.2 In the event of such emergency, the Owner shall take reasonable steps to protect the ECM from damage or harm and shall provide Contractor with any notice required by paragraph 3.4 hereof.

9.3 During the term of this Service Agreement, the Contractor may, with the Owner's prior written approval, change the ECM, revise any procedures for the operation of the ECM, or implement other minor energy saving actions on the Site, provided that:

9.3.1 The Contractor complies with this Service Agreement and the Performance Contract;

9.3.2 Such modifications, additions to, or replacement of the ECM, and any operational changes or new procedures, are reasonably necessary to enable the Contractor to achieve the Guaranteed Savings;

9.3.3 There is no resulting decrease to the Guaranteed Savings; and

9.3.4 Any cost incurred relative to such modifications, additions, or replacement of the ECM, or operational changes or new procedures shall be the Contractor's sole responsibility.

9.4 All modifications, additions, or alterations made to the ECM under this Article 9, ECM Modification, Alteration, or Upgrading, shall become part of the ECM described in the Contract.

ARTICLE 10: PROJECT PHASES

10.1 In the event the Owner decides to enter into a subsequent phase of energy conservation projects during the term of this Service Agreement, the Contractor shall assist the Owner and any relevant third parties in separating and accounting for the Guaranteed Savings that are directly attributable to the Contractor and the work performed under this Service Agreement and the related Performance Contract. The Contractor shall work cooperatively with other Contractors' administrative, construction, and maintenance staff to avoid labor related and other types of disputes.

ARTICLE 11: OWNER DEFAULT

11.1 The following events shall constitute "Owner Default" under this Service Agreement:

11.1.1 Without 30 days prior notification of, and agreement by, the Contractor, changes are implemented by the Owner in the use, structure, or operating conditions of the Site, which changes significantly and detrimentally affect the ECM.

11.1.2 Additions, deletions, or material alterations of equipment by the Owner, without the Contractor's prior written approval as required under Article 9, ECM Modification, Alteration, or Upgrading.

11.1.3 The Owner's material failure to perform or comply with the terms of this Service Agreement, provided that such failure continues for 60 days after notice to the Owner demanding that such failure be cured; or if cure cannot be effected in such 60 days, the Owner shall be deemed to have cured the failure upon commencement of a cure within such 60 days and diligent subsequent completion thereof.

ARTICLE 12: TERMINATION

12.1 The Owner may, at any time prior to the completion of the Work described in Exhibit 1, Service Scope of Work, suspend or terminate this Service Agreement with or without cause by giving written notice to the Contractor.

12.1.1 The Owner shall have terminated this Service Agreement "with cause" if the Owner terminates this Service Agreement because the Contractor:

12.1.1.1 Fails to prosecute the Work hereunder with the necessary force or in a timely manner;

12.1.1.2 Refuses to remedy Defective Work, whether such Work was performed pursuant to the Performance Contract or this Service Agreement;

12.1.1.3 Fails to perform any provision of this Service Agreement;

12.1.1.4 Fails to supply enough properly skilled workers or proper materials;

12.1.1.5 Fails to properly make payment to Subcontractors or Material Suppliers;

12.1.1.6 Disregards Applicable Law or orders of a public authority with jurisdiction over the Project;

12.1.1.7 During the term of any guaranty applicable pursuant to the Performance Contract or this Service Agreement, fails to comply with the terms of such guaranty; or

12.1.1.8 Repeatedly fails to report to the Owner's security forces as required by paragraph 24.1.

12.1.2 If the Owner terminates this Service Agreement for reasons other than those listed in paragraph 12.1.1, such termination shall be termination "without cause" under paragraph 12.7.1.

12.2 The Contractor, upon receipt of notice of suspension or termination, shall cease Work on the suspended or terminated activities under this Service Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by the Owner, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all Work under this Service Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters the Owner requires.

12.3 The Contractor shall be paid for services rendered up to the date the Contractor received notice of suspension or termination, less any payments previously made, provided the Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made by the Owner for which the Contractor has not rendered services shall be promptly refunded.

12.4 In the event this Service Agreement is terminated prior to its completion, the Contractor, upon payment as specified, shall deliver to the Owner all work products and documents which have been prepared by the Contractor in the course of performing Work under this Service Agreement. All such materials shall become, and remain the property of, the Owner, to be used in such manner and for such purpose as the Owner may choose.

12.5 The Contractor agrees to waive any right to, and shall make no claim for, additional compensation against the Owner by reason of such suspension or termination.

12.6 Upon an uncured event of Owner Default and 60 days written notice provided to the Owner following such event, the Contractor may terminate this Service Agreement and shall be compensated in accordance with paragraphs 12.3 and 12.5 hereof.

12.7 The Contractor's guarantee that the Owner shall achieve the Guaranteed Savings for the period following termination shall be cancelled only if:

12.7.1 This Service Agreement is terminated by the Owner without cause; or

12.7.2 This Service Agreement is terminated by the Contractor pursuant to paragraph 11.6 above.

12.7.3 The term of the Guaranteed Savings Period naturally expires.

12.8 If the Owner terminates this Service Agreement with cause or Contractor terminates this Service Agreement other than in accordance with paragraph 12.6 hereof, Contractor irrevocably consents to accept Owner's calculations of Actual Energy Savings for the remainder of the Guaranteed Savings Period.

12.9 In the event that the Contractor's guarantee that the Owner shall achieve the Guaranteed Savings for the period following termination is cancelled pursuant to paragraph 12.7 and such termination occurs other than at the end of a Guaranteed Savings year, the Guaranteed Savings for such year shall be prorated. The Contractor shall work cooperatively with the Owner's representative to assist the Owner in determining the final prorated amount of the Guaranteed Savings.

ARTICLE 13: RELATED AGREEMENTS

13.1 The Contractor shall not enter into other subcontracts without the Owner's prior written approval, in accordance with paragraph 4.2.14 herein. All Work subcontracted shall be at the Contractor's sole expense.

13.2 The Contractor shall bind its Subcontractors to the terms and conditions of this Service Agreement, so far as applicable to the Work performed by the respective Subcontractor, and shall not agree to any provision which seeks to bind the Owner to terms inconsistent with, or at variance from, this Service Agreement.

13.3 The Contractor shall furnish the Owner with a list of all Subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE 14: LIABILITY

14.1 To the extent permitted by Applicable Law, the Contractor agrees to indemnify and to hold the Owner and the State harmless and immune from any and all claims for injury or damages arising from this Service Agreement which are attributable to the Contractor's own actions or omissions of those of its trustees, officers, employees, Subcontractors, suppliers, third parties utilized by the Contractor, or joint venturers while acting under this Service Agreement.

14.1.1 Such claims shall include, but are not limited to, any claims made under the Fair Labor Standards Act or under any other Applicable Law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

14.1.2 The Contractor shall bear all costs associated with defending the Owner and the State against any such claims.

14.2 The Contractor shall provide a Certificate of Insurance and an Additional Insured Endorsement, collectively showing the Contractor's compliance with the insurance requirements set forth in this Article 14, Liability, naming the Department of Rehabilitation and Correction and its affiliated subsidiary units, commissions, departments and organizations that now or shall hereafter be constituted" as Additional Insured.

14.3 The Contractor shall provide the following minimum insurance requirements during the term of this Service Agreement:

14.3.1 Comprehensive or Commercial General Liability (including Premises-Operations, Independent Contractors' Protective, Products and Completed Operations, Broad Form Property Damage).

(a) Bodily Injury and Property Damage, Combined Single Limit, CSL:

General Aggregate	$2,000,000
Products & Completed Operations Aggregate	$2,000,000

Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage	$ 100,000

(b) Products and Completed Operations to be maintained for two years after final payment and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

(c) Property Damage Liability insurance shall provide X (explosion), C (collapse), and U (underground) coverage.

(d) Contractual Liability (Hold Harmless Coverage):
Bodily Injury and Property Damage (Combined Single Limit) $1,000,000 Each Occurrence.

(e) Personal Injury, (with Employment Exclusion deleted), $2,000,000 Aggregate

(f) If the General Liability policy includes a General Aggregate, such General Aggregate shall be not less than $2,000,000. Policy shall be endorsed to have General Aggregate apply to this project only.

14.3.2 Umbrella Excess Liability:

(a) $5,000,000 over primary insurance

(b) Minimal Retention

14.3.3 Automobile Liability (owned, non-owned, hired).

(a) Bodily Injury and Property Damage, Combined Single Limit:
$1,000,000 each accident

14.3.4 Certificate from the State evidencing Ohio Workers' Compensation insurance.

14.4 Before commencing the Work required hereunder, the Contractor shall furnish a certificate satisfactory to the Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limits of liability thereunder. Each such certificate shall expressly provide that the insurer will endeavor to provide no less than 30 days' written notice to the Owner in the event of cancellation of the coverage evidenced by the certificate.

14.5 The Contractor shall provide no less than 30 days' prior written notice to the Owner in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in any required policy of insurance. If the Contractor fails to procure and maintain such insurance, the Owner shall have the right to procure and maintain the said insurance for, and in the name of, the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

ARTICLE 15: CLEANING

15.1 The Contractor shall be responsible for continuous removal of all debris created by the Work performed under this Service Agreement. The Contractor and its Subcontractors shall deposit their debris at a

location designated by the Owner.

15.2 The Contractor shall be responsible for the daily removal of any materials or equipment that the Contractor requires to perform the Work hereunder. If the Contractor fails to perform such removal, the Owner shall do so and the costs for such shall be charged back to the Contractor.

15.3 The Contractor shall remove any unidentifiable debris and shall transport it to a disposal site acceptable to the Owner.

ARTICLE 16: SAFETY AND PROTECTION

16.1 The Contractor shall protect its workers and the public from injury and shall protect the property, in and about the Work required hereunder, from damage. The Contractor alone shall be responsible for any injury to the workers or public and for any damage to property in and about the Work required hereunder.

16.2 The Contractor shall perform its Work under this Service Agreement in accordance with Applicable Law and the best standard safety precautions, including OSHA Regulation 29 CFR Part 1926.

16.3 If the Contractor shall fail, in the Owner's sole opinion, to properly provide adequate protection, the Owner may cause such protection to be provided and the cost and expense thereof shall be deducted from the moneys due or to become due the Contractor under this Service Agreement. In the event moneys due or to become due are insufficient to pay such costs and expenses, the Contractor shall immediately remit payment in the amount of such shortfall to Owner.

16.4 If damage is done to an adjoining property, and the Contractor shall fail to immediately repair the same upon the Owner's order, the Owner shall have power to cause such repairs to be made, and the cost and expense thereof shall be deducted from the moneys due or to become due the Contractor under this Service Agreement. In the event moneys due or to become due are insufficient to pay such costs and expenses, the Contractor shall immediately remit payment in the amount of such shortfall to Owner.

ARTICLE 17: RECORD KEEPING

17.1 During the performance of this Service Agreement, and for a period of three years after its completion, the Contractor shall maintain auditable records of (a) all charges pertaining to this Service Agreement and (b) all information utilized by Contractor to measure, calculate or otherwise ascertain Actual Energy Savings, and shall make such records available to the Owner as the Owner may reasonably require.

17.2 The Contractor shall include in all subcontracts a provision to the effect that the Subcontractor agrees that the Subcontractor, during the performance of the subcontract and for a period of three years after its completion, shall maintain auditable records of all charges pertaining to the subcontract and shall make such records available to the Owner as the Owner may reasonably require.

17.3 If an audit of the Contractor's or any Subcontractor's records by Owner or Owner's designee reveals a deficiency in any calculation relating to the amount of Actual Energy Savings, Contractor shall pay Owner the full amount of the deficiency promptly upon demand. If the deficiency exceeds [3] percent of the amount of the Guaranteed Savings for any Guaranteed Savings year, Contractor shall also pay interest on the deficiency, starting on the date the relevant energy savings summary was submitted to Owner, plus Owner's expense for the audit. The interest charge shall be at the rate per calendar month that equals one-twelfth of the rate per annum prescribed by O.R.C. 5703.47 of the Revised Code for the calendar year that includes the month for which the interest charge accrues.

ARTICLE 18: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

18.1 No personnel of the Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the Work under this Service Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Service Agreement or carrying out of any such Work, shall, prior to the completion of said Work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said Work.

18.2 Any such Person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Service Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Owner in writing. Thereafter, he or she shall not participate in any action affecting the Work under this Service Agreement, unless the Owner shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

18.3 The Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Service Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. The Contractor further represents, warrants, and certifies that neither the Contractor nor any of its employees will do any act that is inconsistent with such laws.

18.4 The Contractor hereby certifies that none of the Contractor's directors, principle officers or employees are employed by, or affiliated with, the Owner.

ARTICLE 19: NONDISCRIMINATION OF EMPLOYMENT

19.1 The Contractor agrees that the Contractor, any Subcontractor, and any person acting on behalf of the Contractor or a Subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, or disability against any citizen of the State in the employment of any Person qualified and available to perform the Work under this Service Agreement.

19.2 The Contractor further agrees that the Contractor, any Subcontractor, and any Person acting on behalf of the Contractor or a Subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of Work under this Service Agreement on account of race, color, religion, sex, age, national origin, or disability.

19.3 The Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Department of Administrative Services.

ARTICLE 20: PREVAILING WAGE

20.1 The Contractor shall comply with the prevailing wage requirements described under O.R.C. Chapter 4115.

20.2 The Contractor shall pay to laborers and mechanics performing Work on the Project the prevailing wage rates of the Project locality, as determined by the Ohio Department of Commerce, Wage and Hour Bureau.

20.3 The Contractor shall post in a prominent place readily accessible by all workers on the Site, a legible listing of the current classifications of laborers, workers, and mechanics employed under this Contract. The Contractor shall ensure that the rates posted are current and remain posted in legible condition during the period of the Contract.

20.4 The Contractor shall not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law. The Contractor may access the Ohio Department of Commerce, Wage & Hour Bureau at its website, http://198.234.41.198/w3/webwh.nsf/pages/PrevailingWageBid, to obtain the current wage rates.

ARTICLE 21: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

21.1 The Owner shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by the Contractor pursuant to this Service Agreement. No such documents or other materials produced (in whole or in part) with funds provided to the Contractor by the Owner shall be subject to copyright by the Contractor in the United States or any other country.

21.2 The Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

ARTICLE 22: DRUG FREE SAFETY PROGRAM PARTICIPATION

22.1 During the Contract Time, the Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Workers' Compensation ("OBWC") Drug-Free Safety Program ("DFSP") or a comparable program approved by the OBWC that meets the requirements specified in O.R.C. Section 153.03 ("OBWC-approved DFSP").

22.2 If the Contractor provides Subcontractors that provide labor on the Site, the Subcontractors shall be enrolled in and in good standing in the OBWC DFSP or an OBWC-approved DFSP.

22.2.1 Each Subcontractor shall require all lower-tier Subcontractors with whom the Subcontractor is in contract for the Work to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFSP prior to a lower-tier Subcontractor providing labor at the Site.

22.2.2 Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFSP prior to the time that the Subcontractor provides labor at the Site shall result in the Contractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Contractor, or the Subcontractor who was not enrolled in a program, for future contracts with the State for five years after the date of the breach.

22.2.3 Failure of a Subcontractor to require a lower-tier Subcontractor to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFSP prior to the time that the lower-tier Subcontractor provides labor at the Site shall result in the Subcontractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Subcontractor, or the lower-tier Subcontractor who was not enrolled in a program, for future contracts with the State for five years after the date of the breach.

22.2.4 Prior to authorizing a Subcontractor to commence Work on the Project, the Contractor shall obtain the Owner's approval, and shall also submit written confirmation of the Subcontractor's

enrollment on the Declaration of Subcontractors and Material Suppliers form to the Owner.

ARTICLE 23: CONTRACTOR REPRESENTATIONS

23.1 The Contractor represents and warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this representation and warranty is found to be false, this Agreement shall be void, and the Contractor shall immediately repay to the Owner any funds paid under this Agreement.

23.2 The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.

23.3 The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Agreement, without prior written consent of the Owner. Any assignment or delegation not consented to may be deemed void by the Owner.

ARTICLE 24: REPORTING TO AGENCY SECURITY

24.1 Whenever the Contractor arrives on the Owner's property to perform Work under this Service Agreement, the Contractor shall report to the Department of Rehabilitation and Correction Security in person or by telephone. Failure to report may prevent invoice approvals. Repeated failure to report may result in termination pursuant to paragraph 12.1.1.

ARTICLE 25: CAMPAIGN CONTRIBUTIONS

25.1 The Contractor hereby certifies that neither the Contractor nor any of the Contractor's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in O.R.C. Section 3517.13.

ARTICLE 26: AMENDMENT AND WAIVER

26.1 This Service Agreement shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

26.2 A waiver by any party of any breach or default by the other party under this Service Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE 27: NOTICES

27.1 All notices, consents, and communications hereunder shall be (a) given in writing, (b) either (1) delivered personally, (2) deposited with the United States Postal Service as registered or certified mail, return receipt requested, (3) sent by overnight express courier with a request that the addressee sign a receipt evidencing delivery, or (4) sent by facsimile, email, or Web-based project management software, provided the original, signed document is delivered within 3 business days after the date of the electronic transmission; and (c) addressed to the following addressees:

Owner	Contractor
Department of Rehabilitation and Correction	_____
Contact: Jane McAfee	Contact: _____

15802 State Route 104 _____

Chillicothe, Ohio 45601 _____

ARTICLE 28: HEADINGS

28.1 The headings in this Service Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Service Agreement.

ARTICLE 29: SEVERABILITY

29.1 The provisions of this Service Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

ARTICLE 30: CONTROLLING LAW

30.1 This Service Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Any action or proceeding concerning this Service Agreement shall be brought in a court of competent jurisdiction in Ohio. The Contractor irrevocably consents to such jurisdiction.

ARTICLE 31: SUCCESSORS AND ASSIGNS

31.1 Neither this Service Agreement, nor any rights, duties, nor obligations hereunder, may be assigned or transferred in whole or in part by the Contractor, without the Owner's prior written consent.

ARTICLE 32: ANTITRUST ASSIGNMENT

32.1 The Contractor assigns to the Owner all state and federal antitrust claims and causes of action that related to all goods and services provided for in this Service Agreement.

ARTICLE 33: COUNTERPARTS

33.1 This Service Agreement may be executed in several counterparts, each of which shall constitute an original which may be introduced in evidence or used for any other purpose without production of any other counterparts, and all of which, when taken together, shall constitute but one instrument.

33.2 Any signatory hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each signatory hereto shall be entitled to rely upon a-signature of any other signatory delivered in such a manner as if such signature were an original.

ARTICLE 34: SURVIVAL

34.1 The restrictions and obligations of paragraphs 12.5, 14.1, 14.3, 17.1, and 17.2 of this Service Agreement shall survive any expiration, termination or cancellation of this Service Agreement and shall continue to bind the parties hereto and their respective successors, heirs and assigns.

ARTICLE 35: EXECUTION

35.1 This Service Agreement shall become binding and effective upon execution by the Contractor and the Owner and approval by the Attorney General.

IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement.

CONTRACTOR

_____

Date:_____ By: _____
(Authorized Signature)

Name: _____

Title: _____

STATE OF OHIO

By: _____ Date: _____
_____, *Director*
Department of Rehabilitation and Correction

OHIO ATTORNEY GENERAL
Approved as to Form

By: _____ Date: _____
Assistant Attorney General

END OF DOCUMENT

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

ATTACHMENT 15b – GUARANTEE BOND

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

_____ as Principal, at _____

_____ and _____ as Surety,

are hereby held and firmly bound unto the State of Ohio, as Obligee, in the penal sum of _____ dollars, for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-bounden Principal entered into a certain written Service Agreement with the Department of Rehabilitation and Correction dated _____ for services and other work to be performed upon, and to guarantee the achievement of certain energy savings from, the Energy Conservation Project (Project Number DRC-15N001), which Service Agreement is hereby referred to and made a part of this Guarantee Bond the same as if set forth herein;

NOW, THEREFORE, if the above-bounden Principal shall well and faithfully do and perform the things agreed by the Obligee to be done and performed according to the terms of said Service Agreement, 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 said Service Agreement or renewals to said Service Agreement shall in any way affect the obligations of said Surety on this Guarantee Bond, and it does hereby waive notice of any such modifications, omissions, additions, or renewals.

PRINCIPAL:

_____

By _____

Title _____

SURETY:

_____

By _____

Attorney-in-Fact

SURETY INFORMATION:

Address _____

City, State ZIP _____

Phone _____

SURETY AGENT'S INFORMATION

Agency Name _____

Address _____

City, State ZIP _____

Phone _____

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

ATTACHMENT 15c – SERVICE SCOPE OF WORK

PAYMENT SCHEDULE:

1. STANDARD OF QUALITY

A. The specific mention of a manufacturer's name brand of material, equipment, etc., shall be considered as indicating a standard of quality, grade, or type required by the Owner. Material of manufacturers other than those mentioned throughout these specifications may be accepted if they are equal in quality, dimension, and performance to those specified, and if approval is given by the Owner as outlined herein, except if the statement "no substitute" is shown.

B. The intent of these qualifications is to encourage and permit competition, qualified products by all reputable and qualified service companies, suppliers, and manufacturers whose products, reputations, and performances warrant approval for the conditions, intent of design and performance consideration.

C. Whenever a product is specified or shown by describing proprietary items, model number, catalog number, manufacturer, trade names or similar references, the Contractor obligates himself to submit proposals and accept awards of contracts based upon the use of such products, or their equal. Use of such reference is intended to establish the measure of quality and dimensions which the Owner has determined as requisites and necessary for the Services. The Owner reserves the right to approve or disapprove proposed deviations to design, function, construction or similar differences that will affect the design intent.

2. CONTRACTOR QUALIFICATIONS

A. The following requirements shall be considered as the minimum standards for a Contractor to be considered as qualified to provide the Services, and shall be a prerequisite to any award.

1. A minimum of ten (10) years experience in the performance of HVAC maintenance as specified.

2. The Contractor shall maintain a field office and/or warehouse that is within fifty (50) miles of the Site.

3. A minimum of two (2) local service personnel employed by the Contractor shall be a resident in an area within a maximum of a twenty-five (25) mile radius of the Site.

4. Services that are to be provided shall be performed by qualified and trained service personnel that are directly employed by the Contractor. Subcontracting portions of the system or Services shall not be allowed without the Owner's prior written consent.

5. The Contractor shall maintain an Engineering Department staffed by a minimum of one (1) registered Professional Engineer currently practicing in the mechanical engineering field. In addition, the Contractor shall be experienced in and currently engaged in design/build projects of HVAC systems.
The Contractor may, with the Owner's prior written consent, use outside engineering services meeting the specified qualifications.

6. The Contractor shall have the expertise to design, program, install, service, and remotely monitor the existing Building Automation System (used throughout the campus) and any new Building Automation System or revisions to the existing provided as an Energy Conservation Measure. This service includes the provision of all software, software licenses and software maintenance necessary for the continued effective use and operation of the Building Automation System. The Contractor shall provide a minimum of three (3) references for which such services are presently being performed.

7. The Contractor shall comply in a timely manner with all EPA rules and regulations regarding refrigerants in existing and/or new equipment. The Contractor shall supply evidence of its ability to reclaim and/or recover these compounds.

8. The Contractor shall have the ability to adapt existing refrigeration equipment to comply with all EPA rules and regulations regarding refrigerants. The Contractor shall supply copies of training certificates indicating the ability to perform such adaptation, upon request.

9. The Contractor shall be a currently licensed mechanical contractor and shall submit, with its RFP Proposal, references of major mechanical equipment installations.

10. The Contractor shall provide a minimum of three (3) references, within 50 miles of the Site.

11. The Contractor shall submit with its RFP Proposal, data that indicates the use of a uniform and detailed method by which preventive maintenance tasks are defined, scheduled, recorded, updated and processed. The Contractor's preventive maintenance program shall be computer generated, based on run time, manufacturer's recommendations, and a historical data bank of similar equipment. Simple computer based, run time only, or hand scheduled programs are not acceptable.

12. A report shall be supplied monthly which identifies preventative maintenance service, repairs and tests performed the previous month. Failure to supply this report will result in the Owner withholding payment for that month's service until the report is filed.

13. A copy of the work order form which the Contractor plans to use shall be included with its RFP Proposal, and must be approved in writing by the Owner. Issuance of work orders must be done in conjunction with the Owner.

14. Drawings shall be made available for viewing to the Offerors at _____, Ohio. It is the sole responsibility of the Contractor to verify equipment items and locations on the Site.

    The equipment included in the Specifications shall be as per _____, but any omissions do not relieve the Contractor of the responsibility for maintaining omitted items.

15. The Contractor shall follow Applicable Law and the Owner's mandated safety procedures.

16. The Contractor shall be held responsible for damage caused by his or her performance of the Services, or through neglect of his or her workmen. Repairs of damaged Work, or buildings' contents, furnishings or finishes shall be done as directed by the Owner and paid for solely by the Contractor.

17. Within ten (10) days after notice of the award of the Contract, the Contractor shall prepare and submit a list of proposed Subcontractors to the Owner for approval. This list must be resubmitted within thirty (30) days of the start of each new contract period. No subcontractor shall be utilized without prior written authorization of approval by the Owner.

18. The Contractor shall accept all equipment in its existing condition at the inception date of the Service Agreement, except if excluded by the Owner, and shall immediately perform all repairs necessary to restore the equipment to a working maintainable condition.

19. All Contractor trucks shall have the Contractor's company name on a window placard. All workers' uniforms shall also have the Contractor's company name in a conspicuous location.

3. SCOPE OF THE WORK

A. HVAC Maintenance/Services include:
1. HVAC Preventive Maintenance
2. HVAC Emergency Service
3. HVAC Equipment Repair
4. HVAC Equipment Test and Calibration
5. HVAC Water Treatment Service
6. HVAC Filter Service
7. Building Automation Monitoring and Programming and Preventive Maintenance

B. All buildings on the Owner's property are covered as listed below:

1. _____

2. _____

3. _____

C. All HVAC equipment, DDC and pneumatic control systems, appurtenant devices and systems that are related to the HVAC systems and domestic hot water tanks are the equipment to be maintained. Any equipment or system added or revised as an Energy Conservation Measure is to be maintained as necessary to assure its energy savings features. The equipment not to be maintained under this Service Agreement are such items as foundations, structural supports, domestic water lines, drain plumbing, gas lines, unit cabinets, cooling tower structure, etc.

4. LUMP SUM AND SPECIFIC SERVICES RFP PROPOSAL

A. The cost for the required work to perform the building automation system preventive maintenance and service, HVAC preventive maintenance, HVAC test, inspect and calibration, HVAC water treatment service, HVAC filter service, HVAC emergency service, HVAC equipment repair and replacement labor, HVAC parts and material for the duration of the contract, shall be included in Base Proposal A.

B. The cost for HVAC filter service shall be included in Separate Proposal B. Service is to be performed annually over the life of the Service Agreement with, as shown on Attachment 11.

5. PERFORMANCE REVIEW

A. The Owner may review, at any time, the services provided and reports submitted, to verify that the preventive maintenance is, in fact, being properly and adequately performed. Any lack of

maintenance service, complaints, or deficiencies in the performance of the services shall be submitted to the Contractor in writing for prompt correction.

B. For problems or deficiencies of significant importance or of a continual nature, a time period of compliance shall be established by the Owner. Failure of the Contractor to correct the deficiencies within the time period so established shall constitute cause of termination of the Service Agreement and/or withholding of payment.

6. EMPLOYEE PERFORMANCE AND CONDUCT

A. Should any of the Contractor's employees performing Services under this Service Agreement fail to perform or conduct themselves in a manner acceptable to the Owner, they shall be removed from performing Services under this Service Agreement at the Owner's request.

7. EQUIPMENT SHUT DOWN

A. If for some unknown reason or reasons, equipment must be shut down for an extended period of time, the Contractor shall immediately notify the Owner. The Contractor shall report the measures being taken to mitigate the impact to the Owner and the time required to put the equipment back in service.

8. EQUIPMENT MAINTENANCE SERVICE

A. Equipment Included.

1. The specific quantities, sizes, and model numbers of the major pieces of equipment are listed in this specification. This list is to serve as a guide only. The Contractor shall be responsible for all equipment outlined in these specifications, listed or not.

2. The preventive maintenance and the responsibility of the Contractor shall not be limited only to these major pieces of equipment as shown on the EQUIPMENT LIST, but shall also include all appurtenant devices and systems as listed below that are related to heating, ventilating, and air conditioning system.

   The Contractor shall accept all items described on the equipment lists herein as maintainable equipment subject to wholesale replacement should the units fail or otherwise become non-maintainable. The Owner shall make the final determination if an item is not specifically listed in the Contract, but is under the provisions of the Service Agreement.

   a. Heating System
      Boilers, furnaces, water heaters, boiler burners, pumps, heating coils, steam traps, water strainers, unit heaters, duct heaters, heat exchangers, humidifiers, etc.

   b. Cooling System
      Air conditioning compressor(s), air cooled condensers, cooling tower fans, pumps, water chillers, cooling coils, etc.

   c. Air Handling System
      Fans, motors, air grills, plenums, registers, air filters, dampers, induction units, mixing boxes, fan coil units, etc.

   d. Temperature Control System
      All new, revised and existing building automation system hardware and software components, thermostats, pressure controls, relays, limits, valve operators, damper motors, humidity controls, step switches, time clocks, contactors, controllers, capacity controls, safety controls, recorders, control panels, gauges

and air compressors (for pneumatic control systems). The building automation system service includes all software, software licenses and software updates necessary for the operation of the system during the term of the Agreement

e. Miscellaneous Equipment
Exhaust fans, manual valves, float valves, direct expansion valves, thermometers, gauges, magnetic starters, manual motor starters, pump and fan motor drives, belts, electrical wiring from motor starter to their respective motor, check valves, refrigerant piping and piping insulation, refrigerant.

B. Equipment Not Included.

1. Maintenance services, including repair labor and parts replacement, for portions of the systems and equipment that are non-moving and not normally maintained are not required nor included as part of this specification.

2. Excluded items shall be considered as:
foundations, structural supports, domestic water lines, drains, oil lines, gas lines, piping, oil storage tanks, air handling duct work, unit cabinets, boiler trim and refractory material, cooling tower structures, etc.

3. This specification covers the equipment and systems as listed herein, and in the event a system is altered, modified, changed or if any equipment is added, or not included in this specification, then that portion shall be added or deleted and shall be maintained in accordance with this specification.

C. Services Included.

1. The Contractor shall be responsible for scheduling of the preventative maintenance; and task functions to be performed on each scheduled call by calendar periods; and operating hours as pertinent to each task. Master records shall be maintained in the Owner's Facilities Management office and such schedules will be adhered to.

2. The Contractor shall have in his or her possession the manufacturer's specified maintenance and repair procedures and complete parts lists for all equipment to be maintained.

3. As Services are scheduled, the Contractor shall issue, to the mechanic on the job, the necessary and appropriate manufacturer's recommended maintenance procedures and a listing of any special lubricants, tools, etc., that are required for proper maintenance of the apparatus concerned.

4. The Contractor shall indicate to the Owner as part of the Contractor's RFP Proposal, the method by which the Contractor will proceed with Parts 1, 2, and 3, all subject to the Owner's prior written approval.

5. When performing Services under this Services Agreement, the Contractor shall report to the Owner daily. One individual shall be responsible for reporting the number of workers performing Services under this Service Agreement on a daily basis and for completion and submission of reports.

a. After each service call, a service report shall be left with the Owner, detailing the Services performed.

6. Throughout the term of this Service Agreement, the Contractor shall record in a neat and legible manner all pertinent data relevant to each item of equipment included in this program to provide a comprehensive history for the specific equipment or system.

7. This data or historical information shall be maintained on Preventive Maintenance Log Sheets provided by the Contractor. The Contractor shall keep a separate binder for each mechanical equipment area for all the equipment located in that area. The binders shall be maintained in the Owner's Facilities Management office.

8. The type of data and information recorded shall include, but is not limited to, the following:

   (1) Type of maintenance (preventive or emergency repair)
   (2) Date of service
   (3) Description of Services performed
   (4) Resultant effect in operating condition, if any
   (5) Proposed follow-up, if any
   (6) Name of repairman
   (7) Time involved for emergency repair work
   (8) List any parts, name and number, installed

9. The Contractor service reports shall be signed by the Owner's Facilities Management personnel at the Site.

10. A copy of the service report shall be forwarded to the Owner with the Preventive Maintenance Quarterly Reports.

11. The Contractor shall submit quarterly reports. The reports shall be broken down summarizing the Services performed in each building or area.

12. The quarterly reports shall be sent to the Owner's Facilities Management office.

13. The general services listed below shall apply to the systems and equipment as shown on the EQUIPMENT LIST and as described in the section entitled EQUIPMENT MAINTENANCE SERVICE.

    a. Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.

    b. Clean all components of dust, old lubricants, etc., to allow the equipment to function as designed.

    c. Paint all equipment as needed to prevent and protect against corrosion and deterioration.

    d. Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.

    e. Adjust all linkages, motors, drives, etc., that have drifted from the initial design settings and positions.

    f. Calibrate all sensing, monitoring, output, safety, and read-out devices for proper ranges, settings, and optimum efficiencies.

    g. Repair the equipment and/or devices by the addition of replacement parts, should the above maintenance not be adequate.

    h. Replace all equipment and/or devices should the above repairs not be adequate. <u>Replacement equipment shall be of like kind and of same manufacturer as existing, unless approved in writing by the Owner</u>.

    i. Test and cycle all equipment as a system after it has been cleaned, lubricated,

adjusted, and calibrated to assure that it is in proper operating condition and performing at optimum efficiency.

D. Chillers

1. All chillers shall have the following services provided:

   a. Eddy current test of evaporator and condenser tubes, shall be performed once for each unit during the second year of contract period and/or as requested by the College.

   b. Two (2) oil analysis per compressor per year. These should be performed at mid-season and at shutdown with a formal report as follow up.

   c. Condenser tubes to be brushed annually. Head removal and replacement (with new head gaskets) to be performed.

   d. Evaporator tubes to be brushed a minimum of one (1) time during the second year of the agreement. Head removal and replacement (with new gaskets) to be performed.

   e. Leak test all chillers; repair all refrigerant leaks. The refrigerant charge of each chiller is to be checked and adjusted as required. Change all refrigeration filters.

   f. Log all equipment, noting the general condition of the equipment, operating temperature, pressures, voltages and amperages, noises and vibrations on the preventative maintenance report and in the equipment log book.

   g. Lubricate and adjust equipment oil levels as required including the purge system.

   h. Motor electrical insulation and wiring insulation between the motor and starter on all compressors (except fractional H.P. motors) will be checked in the second year of the contract and/or as requested by the Owner. A report provided to the Owner. Meg OHM readings are to be considered a part of this function.

   i. Starters associated with equipment are to be inspected as required.

E. Parts Replacement

1. All parts, components, or devices for the mechanical systems as listed above that are worn or are not in proper operational conditions shall be repaired, and/or replaced with new parts, components, or devices.

2. When equipment or parts are replaced in their entirety, and a newer design of this device is available and is functionally equivalent and compatible, the device of the newer design shall be used as the replacement.

3. All repair and replacement parts, components, and devices for the mechanical systems and equipment as listed shall be supplied by the Contractor and shall be included in the cost of the service program.

4. All miscellaneous parts and supplies necessary to maintain the mechanical systems and equipment shall be supplied by the Contractor and shall be included in the cost of the service program (belts, valve packings, lubricants, tools, paints, refrigerant, test instruments, meters, etc.).

5. The Contractor shall not be made responsible for repairs or replacements necessitated by reason of negligence or misuse of the equipment by others, or by reason of any other

cause beyond the control of the Contractor, except ordinary wear and tear.

6. The Contractor shall be available, at no additional charge, for consultation, minor design and equipment changes, or modifications to automatic temperature control, and mechanical systems. The Contractor shall be expected to recommend energy saving modifications, and low cost/no cost modifications and operating procedure changes to the Owner.

   If additional engineering services are required for major equipment replacement or project design, they shall be charged at the quoted hourly rate, or as agreed in writing by the Owner.

7. The Contractor shall provide and maintain a parts box which shall be located in the _____. Critical, unique, or frequently used parts and supplies shall be stocked within this box. This equipment shall remain the property of the Contractor until used and/or installed in the mechanical system.

F. Additional Services

1. The Contractor shall not be responsible for vandalism of equipment and controls.

2. For other additional services that apply to this equipment maintenance section, refer to the following sections:

   a. MAINTENANCE PROCEDURES AND RECORDS

   b. PREVENTIVE MAINTENANCE AND EMERGENCY SERVICE

9. WATER TREATMENT SERVICE

A. Equipment Included.

1. Hot water system, chilled water system (open or closed), cooling towers, chilled water system, condenser water system, and chilled and hot water circulating pumps.

B. Services Included.

1. The Contractor shall provide the necessary labor and chemicals to properly <u>maintain</u> all water within the heating and cooling circulating system to control freeze-up, metal corrosion, scale formation, biological fouling, or contaminated discharge.

2. Meet all existing and anticipated pollution controls standards. The chemical treatment used must be approved by the Owner in writing.

3. The Contractor shall provide the necessary parts, labor, and materials to test and maintain the proper treatment level.

4. For open cooling tower systems, an automatic monitoring system shall be used to provide continuous water analysis. This equipment shall be programmed on a real time basis, to analyze the quality of the circulating water and automatically adjust the chemical treatment feed rates and bleed intervals based on the level to total dissolved solids, and without effect from variances in water temperature. The controller shall incorporate emergency fail-safe features, which shall result in a visual alarm during emergency conditions that may result from high concentration conditions.

5. All necessary control panels, bleed valves, injection pumps, associated piping and fittings, and all labor to install this monitoring equipment shall be supplied by the

Contractor and shall be included in the cost of the service program.

6. The Contractor shall provide all labor to take test samples, adjust feed rates, change settings, drain and flush systems, service automatic monitoring equipment, manually inject chemicals (for closed systems), and provide a detailed water analysis and service report after performing those services monthly to the Owner.

7. The Contractor shall provide and maintain the freeze protection of propylene glycol installed in the following chilled water systems:

   Building

   1._____

   2._____

   3._____

   a. The Contractor shall be responsible for maintaining freeze protection within plus or minus 3E of the 0E F protection level for the entire contract period.

   b. It is the Owner's opinion that the installation of glycol to prevent freeze-up and associated damage which has been, and shall remain, the Contractor's responsibility will reduce the Contractor's risk and maintenance cost over the term of this Service Agreement.

C. Additional Services.

1. For other additional services that apply to this water treatment service section, refer to the following sections:

   a. MAINTENANCE PROCEDURES AND RECORDS

   b. PREVENTIVE MAINTENANCE AND EMERGENCY SERVICE

10. AIR FILTER SERVICE

A. Equipment Included.

1. Air Filtration System: Pre-filters, frame filters, pouch filters, fan coil filters, and automatic roll-type filters.

B. Services Included.

1. Filter frames shall be of the reusable type and shall be of a permanent rigid construction that shall permit the insertion of media pads, and may also allow the use of optional pads with different efficiencies, if needed.

2. Filter frames shall be sized to fill the entire cross section of the units to prevent blow-by and eliminate filter spacers in the system.

3. Filter media (frame or roll type systems) shall be of fiberglass or polyester material, with an average resistance range between 70% and 80%. (Except where higher rating by the OEM).

   A filter schedule is included with this specification to serve as a guide only. The

Contractor shall be responsible for all filters, listed or not.

4. The Contractor shall provide and change all air filters during the months of August, December and April.

5. The Contractor shall advise the Owner in writing of when the filter service has been completed.

6. Inspection and Payment for Filter Services: Filter services shall be billed for when completed. Accompanying each bill shall be the notification of color or marking of filter medium installed. The Owner shall random sample not less than forty (40) filters to determine the extent filters may or may not have been changed and adjust billing proportionally. Contractor will be given ten (10) days to do his or her own inspection and cure all deficiencies to collect balance of payment (less a $200 inspection charge) pending a reinspection of different sampling showing 100% compliance. If second sampling still shows non-compliance payment will be adjusted accordingly.

C. Additional Services

1. For other additional services that apply to this air filter service section refer to the following sections:

a. MAINTENANCE PROCEDURES AND RECORDS

b. PREVENTIVE MAINTENANCE AND EMERGENCY SERVICE

11. MAKE-UP WATER SYSTEM AND BACK FLOW PROTECTION DEVICES

A. The maintenance of all make-up and supply water systems shall begin at the outlet port of the shut-off valves at the cold water main. All connections shall be in accordance with the latest Ohio Building Code requirements. The maintenance of all valves and specialties is included although the pipe and fittings are not included.

B. The Contractor shall also include the maintenance and <u>required testing of all back flow protection devices for hydronic heating and cooling piping</u>. The test shall be performed annually by a mechanic certified for back flow protection device testing. The testing certification shall be posted near the device with a copy submitted to the school designate.

12. ENERGY CONSERVATION MEASURES

A. The Owner reserves the right to require the Contractor to reset room thermostats, boiler, chiller, and domestic hot water controls, and change outdoor reset temperature at any time, without additional compensation.

B. The Owner reserves the right to institute energy conservation methods on any or all systems covered by this Service Agreement. Before proceeding with such modifications, it shall be determined by mutual agreement between the Owner and the Contractor if such requests fall under the scope of this Service Agreement. If so, these services shall be completed at no additional cost to the Owner. If not part of this Service Agreement, charges for the cost of these services shall be negotiated between the Owner and the Contractor before the services are started, or the Owner may, at their option obtain bids for the services.

The Contractor shall also be responsible for cleaning or clearing the ductwork of any internal blockage caused by loose insulation, leaves, trash, etc.

All water filled coils shall be inspected once, during the <u>second year of this Service Agreement</u>, and cleaned as needed.

13. MAINTENANCE PROCEDURES AND RECORDS

A. The Contractor shall utilize computer generated preventive maintenance directions, which indicate task functions to be performed on each scheduled service call, as determined by calendar periods, operating hours, (run time), manufacturer's recommendations, and historical data bank, as pertinent to each task.

B. As Services are due, the Contractor shall issue, to his or her mechanic on the job, the necessary and appropriate recommended maintenance procedures and a listing of any special lubricants, tools, etc., that are required for proper maintenance of the apparatus concerned.

C. The Contractor's administration system shall provide for continuous updating of maintenance procedures and frequencies. Breakdown experience and frequency shall determine the on-site material inventory level and preventive maintenance frequencies.

D. Annually through the course of the service program, the Contractor shall review the system's performance and provide written recommendations in regards to improvements to the mechanical system that shall improve performance, conserve energy and minimize utility and maintenance expenditures. The annual report shall be submitted beginning fifteen (15) months from the issuance of the Certification of Contract Completion, and continuing every twelve (12) months until the end of this Service Agreement. The report shall include budget figures.

14. PREVENTIVE MAINTENANCE AND EMERGENCY SERVICE CALLS

A. The Contractor shall schedule and perform the preventive maintenance services on no less than a monthly basis.

1. After each service call, a service report shall be left with the Owner, detailing the Services provided.

B. The Contractor shall provide emergency service on an as required basis. Emergency service shall be considered as calls in addition to the scheduled preventive maintenance calls.

1. All labor, overtime, travel costs, parts, supplies, and any other expenses incurred and expended on such a call shall be provided by the Contractor and shall be included in the cost of the service program.

2. Emergency service shall be provided within four (4) hours after notification by the Owner. This service, included under this contract, will continue on a 24-hour day, 7-day-a-week basis at no cost to the Owner until the repair is complete. An exception to this requirement of continuing service will be determined by the Owner on an individual basis when the required repair parts are not available for immediate delivery. All delays must be substantiated in writing to the Owner.

   The Owner shall be notified in writing of all "shut-downs" in excess of 48 hours.

3. Emergency service response system shall be a professionally manned telephone answering service. Automatic telephone answering/recording machines or home telephone numbers are not acceptable.

4. All non-emergency service calls to be scheduled within twenty-four (24) hours and completed within two (2) weeks.

15. SERVICE PERFORMANCE GUARANTEES

A. Performance Review

1. The Owner may review, at any time, the Services provided and reports submitted, to

verify that the preventive maintenance is, in fact, being properly and adequately performed. Any lack of maintenance service, complaints, or deficiencies in the performance of the services shall be submitted to the Contractor in writing for correction.

2. For problems or deficiencies of significant importance or of a continual nature, a time period of compliance shall be established after discussion and mutual agreement. Failure of the Contractor to correct the deficiencies within the time period agreed upon shall constitute cause of termination of this Service Agreement and/or withholding of payment. The Owner shall complete the deficiencies in accordance with this Service Agreement.

16. SPECIAL CONDITIONS

A. The Contractor's responsibility for injury to persons or property that may be caused by, or arise through the maintenance, service, functioning, or use of the system, shall be limited to injury caused directly by the Contractor's negligence in performing the obligations as set forth in this specification. The Contractor shall not be made liable for consequential or speculative damages.

B. The Contractor shall not be made liable for any loss, delay, injury, or damage, whether direct or consequential, that may be caused by conditions beyond the Contractor's direct control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, riot, civil commotion, war, malicious mischief, flood and other acts of God.

C. The Contractor shall not be required to make safety tests or install new attachments or additional controls or equipment as recommended or directed by an insurance company, laboratory, or governmental authority.

D. Access to all devices to be serviced shall be provided for the Contractor. The Contractor shall not be held responsible for equipment malfunction or damage, should access to equipment, or the inability to start and stop primary equipment incidental to the operation of the mechanical system, be denied or not provided.

17. TECHNICAL AND BUSINESS PROSPECTUS

A. Not Used

18. RFP PROPOSAL EVALUATION

A. Each Contractor, by the submission of an RFP Proposal, assents to each and every term and condition set forth in this specification and agrees to be bound thereby.

B. Any RFP Proposal which is incomplete, conditional, or obscure, or which contains irregularities of any kind, may be cause for rejection.

C. The right is reserved to accept or reject any or all RFP Proposals, to consider the competency and responsibility of all Offerors, and to use any information deemed necessary to establish the ability of any Offeror to perform all conditions of the Service Agreement in order to avoid awarding a contract to a firm unable to produce the quality of service required and intended by this specification.

19. REVIEW OF SIGNIFICANT REPORTS REQUIRED (not all inclusive)

A. Service tickets each visit.

B. Monthly payroll reports in the same manner as those required by the State of Ohio on prevailing wage projects and outlined herein. Payrolls shall separately identify hours spent on additional work project by project.

C. Quarterly work summaries.

D. Annual system reviews and planning proposals.

END OF DOCUMENT

Project DRC-15N001
Energy Conservation Project
DRC: Chillicothe Correction Institution
Chillicothe, Ross County

ATTACHMENT 16 - ADDITIONAL FILES

Attachment 16a..... Sample Utility Bills
Attachment 16b..... Building Square Footages
Attachment 16c..... HVAC Equipment List
Attachment 16d..... Power Plant Reports
Attachment 16e..... Generator Run Time Reports
Attachment 16f..... Generator Fuel & Testing Reports
Attachment 16g..... Boiler Fuel Oil Tank Reports
Attachment 16h..... Water Softener Daily Logs
Attachment 16i..... Engineer's Daily Logs
Attachment 16j..... Lighting Assessment
Attachment 16k..... Well Water Chemical Analisys Reports
Attachment 16l..... Operation & Maintenance Data
Attachment 16m..... Electrician's Notes

END OF DOCUMENT