



John R. Kasich / Governor
State of Ohio

Robert Blair / Director
Ohio Department of Administrative Services

Ohio**DAS**

General Services
State Architect's Office

Ohio Register

Information of Interest for the
Architectural, Engineering and Construction Industry

Issue Number 218

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Response Deadline:

Varies by project

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Ohio Register: <http://ci.oaks.ohio.gov>
State Architect's Office website: <http://ohio.gov/sao>

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Ohio Register General Information and Requirements



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General Services Division
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General Requirements for Submittals of the Statement of Qualifications

Firms are required to submit the current State of Ohio version of Statement of Qualifications (SAO Form F110-330) available via the SAO website at <http://ohio.gov/sao> (click on Forms). The Federal version of the SF330 form will not be accepted.

Cover letters and transmittals are not necessary. Please place the appropriate project number in the space provided on the form.

Due to limited storage space, we request that paper copies, if requested, be stapled and please refrain from submitting three-ring binders, spiral binders and booklets. SAO requests that supplemental material not be submitted with the Statement of Qualifications. The use of a computerized or typed Statement of Qualifications form is preferred.

Electronic submittals should be combined into one PDF file named with the project number listed on the RFQ and your firm's name. Use the "print" feature of Adobe Acrobat Professional or similar software for creating a PDF rather than using a scanner. If possible, please reduce the file size of the PDF. In Adobe Acrobat Professional, go to Advanced, then PDF Optimizer. Also, please label the CD and the CD cover with the project number and firm name.

Facsimile or e-mailed copies of the Statement of Qualifications will not be accepted.

Reminders

SAO no longer requires an annual submittal of Part II of the Statement of Qualifications form for professional design services. However, professional design firms and construction managers responding to a request for qualifications for State of Ohio projects must submit Part II of the Statement of Qualifications (SAO Form #F110-330) for each firm on its team.

SAO Form #F110-330 (Statement of Qualifications) officially replaced both the ADM-0255 and ADM-0254 forms on March 1, 2008. The ADM-0255 and ADM-0254 forms are no longer accepted.

Declaration Regarding Material Assistance / Non-assistance to a Terrorist Organization

As a result of Ohio Senate Bill 9 (effective April 14, 2006) applicants seeking certain state issued business contracts and funding must fill out new forms indicating that they have not provided financial assistance or support to a terrorist organization.

Prior to executing the Architect/Engineer (A/E) agreement, the selected A/E must represent and warrant that it has not provided any material assistance, as that term is defined in ORC Section 2909.33 (C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, and that it has provided or shall provide such to the Contracting Authority and/or the Ohio Business Gateway at <https://ohiobusinessgateway.ohio.gov/OBG/Membership/Security.mvc>.

All DMA forms and reference information, including a list of licenses subject to DMA and the Terrorist Exclusion List, can be found on the Ohio Homeland Security website at http://homelandsecurity.ohio.gov/dma/dma_forms.asp.

The Contracting Authority is responsible for either directing applicants to the forms on the Web site or printing and providing hard copies to the applicant. The Contracting Authority will retain the completed forms along with the application.

Anyone with questions can contact Ohio Homeland Security by calling the DMA hotline number at 614.644.3892 or by email at dma-info@dps.state.oh.us.

ORC 9.24 – Auditor of State Unresolved Findings for Recovery

Effective June 1, 2004, Ohio Revised Code (ORC) 9.24 prohibits the State of Ohio from awarding a contract to any individual or organization against whom the [Auditor of State](#) has issued a findings for recovery if the findings for recovery is unresolved at the time of award of contract.

For more information about how this new statute requirement pertains to Associates, Construction Managers, Consultants, Contractors and Owners, visit the SAO website at: <http://ohio.gov/sao> (click on Auditor of State Findings for Recovery under the Hot Links section.)

EDGE Participation Required on State Design and Construction Projects

The Encouraging Diversity, Growth and Equity (EDGE) program became law July 1, 2003, when Section 123.152 of the Ohio Revised Code was enacted. The program creates a business development program for economically and socially disadvantaged Ohio businesses.

The EDGE business participation goal is usually 5 percent. Proposers for professional services agreements as well as Bidders on construction contracts must demonstrate actual participation in the EDGE program, or provide a demonstration of their good faith efforts (with a letter requesting a waiver of the advertised EDGE participation goal on its letterhead and supporting evidence) to participate in the EDGE program, or both, as indicated in the Ohio Revised Code (123.152) and the Ohio Administrative Code (123:2-16-09).

Interested A/E firms are required to submit the Commitment to Participate in the Edge Business Assistance Program form in its Statement of Qualifications (SAO Form F110-330) submitted in response to the RFQ, to indicate its intent to contract with and use EDGE-certified Business Enterprise(s), as a part of the A/E's team. The Intent to Contract and to Perform and / or waiver request letter and Demonstration of Good Faith Effort form(s) with complete documentation must be attached to the A/E's Technical Proposal. Both forms can be accessed via the SAO website at <http://ohio.gov/sao> (click on Forms). The Intent to Contract and to Perform form is again required at the Fee Proposal stage.

For all Statements of Qualifications, please identify the EDGE-certified Business Enterprises by the name that will participate in the delivery of the proposed professional services solicited in the RFQ.

To learn more about the qualifications for EDGE certification, the process to become an EDGE-certified business, and to find existing EDGE-certified businesses, go to <http://EDGE.ohio.gov>.

Ohio Ethics Law Provision

All professionals that submit or intend to submit proposals for consideration of a contract for professional design services with the state of Ohio are reminded that, as applicable, no sole proprietor, partner, shareholder or other principal of the Architect/Engineer or the spouse of such principal has made, as an individual, at any time within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee, consistent with Section 3517.13 of the Ohio Revised Code.



Professional Design Opportunities

Short List Report

Page last updated: September 26, 2011

Published Date	Project Name	Total Project Cost	Short-listed A/E Firms <i>*Indicates selected firm</i>	Negotiated A/E Fee
07/14/2011 OR #215 SAO-Administered	DAS-120001 North High Complex Phase 5 Ohio Department of Administrative Services Columbus, Ohio	\$17,453,580	AWRITER *Acock Associates Architects Feinknopf Macioce Schappa URS	TBD
07/01/2011 OR #215 SAO-Administered	BWC-110001 L-16 Halon Replacement Project - William Green Building Bureau of Workers' Compensation Columbus, Ohio	\$368,000	M Engineering *Prater Engineering Star Consultants URS	TBD
07/12/2011 OR #215 Locally Administered	BGU-115687 Landscape & Civic Structure Master Plan Bowling Green State University Bowling Green, Ohio	\$100,000	The Collaborative JJR Kinzleman Kline Gossman NBBJ Sasaki Associates	TBD: Contact Agency / Institution
06/27/2011 OR #214 SAO-Administered	DOT-110001 & DOT-110002 Jefferson and Wayne County Maintenance Facilities Ohio Department of Transportation Wooster and Wintersville	\$7,000,000	Miller Watson/JMSA Panich, Noel & Associates Richard Fleischman + Partners Schorr Architects Strollo Architects	TBD
06/08/2011 OR #214 Locally Administered	UTO-111619 New Operating Rooms 13 & 14 University of Toledo Toledo, Ohio	\$1,400,000	Buehrer Group Architecture and Engineering Harley Ellis Devereaux RCM Architects	TBD: Contact Agency / Institution
05/27/2011 OR #213 Locally Administered	KSU-11B168 LEED Process Consulting Services Kent State University Kent, Ohio	\$210,000,000	Doty & Miller Emersion Design Heapy Engineering Sasaki Associates	TBD: Contact Agency / Institution
05/03/2011 OR #213 Locally Administered	ADJ-110017 Rickenbacker Enclave Paving Renovation Adjutant General's Department Columbus, Ohio	\$2,500,000	*American Structure EMHT Jobes Henderson	TBD: Contact Agency / Institution
04/20/2011 OR #212 Locally Administered	ADJ-110009 Walbridge Armory HVAC Renovation Adjutant General's Department Walbridge, Ohio	\$540,000	*Advance Engineering Buehrer Group DLZ	TBD: Contact Agency / Institution
04/20/2011 OR #212 Locally Administered	ADJ-110010 Greenville Armory Masonry Renovation Adjutant General's Department Greenville, Ohio	\$180,000	Alan Scheer SFA Shremshock *Star Consultants	TBD: Contact Agency / Institution
04/20/2011 OR #212 Locally Administered	ADJ-110011 Youngstown Armory Paving Renovation Adjutant General's Department Youngstown, Ohio	\$540,000	DLZ KZF *Star Consultants	TBD: Contact Agency / Institution
04/20/2011 OR #212 Locally Administered	ADJ-110012 Tarlton Armory Plumbing Renovation Adjutant General's Department Tarlton, Ohio	\$185,000	Advance Engineering DLZ *Dynamix Engineering	TBD: Contact Agency / Institution
04/20/2011 OR #212 Locally Administered	ADJ-110013 Norwalk Armory Plumbing Renovation Adjutant General's Department Norwalk, Ohio	\$150,000	Bodner *Buehrer Group Dynamix Engineering X-Cel Engineering	TBD: Contact Agency / Institution
4/18/2011 OR #212 Locally Administered	UCN-09113A ACH Campus Lab Energy Savings University of Cincinnati Cincinnati, Ohio	\$3,340,000	Fosdick & Hilmer *Stan & Associates URS Corporation	TBD: Contact Agency / Institution
4/12/2011 OR #212 Locally Administered	UTO-111624 New Cancer Center University of Toledo Toledo, Ohio	\$5,500,000	MBA Architects and Planners Poggemeyer Design Group SSOE	TBD: Contact Agency / Institution
3/7/2011	ZSC-6-2011-1		Addis-Davis-Van Wey Design Group	

OR #211 Locally Administered	Advanced Science & Technology Center Zane State College Zanesville, Ohio	\$9,750,000	Lincoln Street Studio Phillip Markwood Architects *SHP Leading Design URS Corporation	TBD: Contact Agency / Institution
3/7/2011 OR #211 Locally Administered	ZSC-7-2011-1 Cambridge Training & Education Center Zane State College Zanesville, Ohio	\$10,000,000	*Addis-Davis-Van Wey Design Group Lincoln Street Studio Phillip Markwood Architects SHP Leading Design URS Corporation	TBD: Contact Agency / Institution
3/10/2011 OR #211 Locally Administered	UTO-111605 Hospital Clinical Laboratory University of Toledo Toledo, Ohio	\$200,000	*BEI Associates Harley Ellis Devereaux SSOE	TBD: Contact Agency / Institution
03/29/2011 OR #211 Locally Administered	KSU-11L123 Tri-Towers Residence Halls Rooms & HVAC Upgrades (MEP Engineer) Kent State University Kent, Ohio	\$30,000,000	Dynamix Engineering Heapy Engineering *Scheeser Buckley Mayfield Thorson Baker & Associates	TBD: Contact Agency / Institution
03/29/2011 OR #211 Locally Administered	KSU-11L123 Tri-Towers Residence Halls Rooms & HVAC Upgrades (Architect) Kent State University Kent, Ohio	\$30,000,000	*Domokur Architects KZF Design The Collaborative	TBD: Contact Agency / Institution
03/09/2011 OR #211 Locally Administered	UTO-110129 Core Research Facility - Phase IV University of Toledo Toledo, Ohio	\$929,586	Buehrer Group Architecture & Engineering The JDI Group SSOE Group	TBD: Contact Agency / Institution
03/09/2011 OR #211 Locally Administered	UTO-111387 Resource & Community Learning Center - Phase II University of Toledo Toledo, Ohio	\$900,000	Duket Architects Planners MacPherson Architects Thomas Porter Architects	TBD: Contact Agency / Institution
02/24/2011 OR #210 Locally Administered	UCN-09137A Storm Water Demonstration Project University of Cincinnati Columbus, Ohio	\$2,600,000	Bayer Becker Kinzelman Kline Gossman *Kleingers & Associates	TBD: Contact Agency / Institution
02/09/2011 OR #210 Locally Administered	CTI-110001 Columbus State Master Plan Columbus State Community College Columbus, Ohio	TBD	The Collaborative MSI Design *NBBJ Stantec Architecture URS	TBD: Contact Agency / Institution
02/14/2011 OR #210 Locally Administered	UCN-10016B Primary Electric Substation University of Cincinnati Cincinnati, Ohio	\$7,300,000	GDP Group *Patrick Engineering RMF Engineering	TBD: Contact Agency / Institution
02/09/2011 OR #210 Locally Administered	UCN-11096A Crosley Tower - Air Handling Unit Replacement University of Cincinnati Cincinnati, Ohio	\$1,500,000	Fosdick & Hilmer *HAWA Incorporated Motz Engineering URS	TBD: Contact Agency / Institution
01/04/2011 OR #209 Locally Administered	BGU-015585 PSLB HVAC Upgrades & Fume Hood Replacement Bowling Green State University Bowling Green, Ohio	\$3,000,000	Buehrer Group Architecture & Engineering Heapy Engineering Korda Engineering *URS Corporation	TBD: Contact Agency / Institution
12/20/2010 OR #208 Locally Administered	YSU-111224 STEM Planning Youngstown State University Youngstown, Ohio	\$200,000	*BHDP/ms consultants KA, Inc. Architecture Westlake Reed Leskosky	TBD: Contact Agency / Institution
12/17/2010 OR #208 Locally Administered	UCN-09080A CARE Roof Fan Support Modifications University of Cincinnati Cincinnati, Ohio	\$450,000	Jezerinac Geers Associates *Steven Schaefer Associates THP Limited	TBD: Contact Agency / Institution
12/15/2010 OR #208 Locally Administered	UCN-04132B MSB Rehabilitation - Phase 4 (CM) University of Cincinnati Cincinnati, Ohio	\$82,944,661	Bovis Lend Lease Hunt Construction Group Messer Construction Company	TBD: Contact Agency / Institution
12/17/2010 OR #208 Locally Administered	UCN-09080A CARE Roof Fan Support Modifications University of Cincinnati Cincinnati, Ohio	\$450,000	Jezerinac Geers Associates Steven Schaefer Associates THP Limited	TBD: Contact Agency / Institution
12/17/2010 OR #208 Locally Administered	OSU-110215 Street and Bridge Maintenance - Phase 1 Ohio State University Columbus, Ohio	\$2,146,000	*American Structurepoint Korda/Nemeth Engineering Prime Engineering & Architecture Resource International	TBD: Contact Agency / Institution
11/22/2010 OR #207 Locally Administered	Project Number TBD 2010 Building Infrastructure Improvements: Computer Services Center (CSC) HVAC Improvements Ohio University Athens, Ohio	\$824,000	DLZ *Kramer Engineers SHP Leading Design W.E. Monks	TBD: Contact Agency / Institution
11/22/2010	Project Number TBD 2010 Building Infrastructure Improvements: Voight Hall,		DLZ	

OR #207 Locally Administered	Electrical and Access Improvements and Gamertsfelder Hall Fire Alarm Improvements Ohio University Athens, Ohio	\$1,420,000	Kramer Engineers SHP Leading Design *W.E. Monks	TBD: Contact Agency / Institution
10/21/2010 OR #206 Locally Administered	CLS-101007 Main Classroom - Roof Replacement Cleveland State University Cleveland, Ohio	\$4,400,000	Architectural Vision Group Domokur Architects *Makovich & Pusti Architects mbi-k2m Architecture	\$305,000
10/05/2010 OR #206 Locally Administered	UTO-111538 Clinical Simulation Center The University of Toledo Toledo, Ohio	\$1,000,000	*BHDP Architecture SmithGroup, Inc. SSOE, Inc.	TBD: Contact Agency / Institution
09/21/2010 OR #205 Locally Administered	YSU-111202 Fifth Avenue Athletic Fields Youngstown State University Youngstown, Ohio	\$2,100,000	GPD Group James Burkart Associates JJR	TBD: Contact Agency / Institution
09/09/2010 OR #205 Locally Administered	UTO-111564 UMC 3rd Floor Renovations The University of Toledo Toledo, Ohio	\$4,100,000	*CBLH Design Hasenstab Architects URS	TBD: Contact Agency / Institution
09/28/2010 OR #205 Locally Administered	UCN-10093A Siddall MarketPointe Renovation University of Cincinnati Cincinnati, Ohio	\$2,300,000	*Champlin Architecture FRCH Design MSA Architects	TBD: Contact Agency / Institution
09/27/2010 OR #205 Locally Administered	OSU-108001 BRT-Site Electrical Improvements The Ohio State University Columbus, Ohio	\$2,700,000	Heapy Engineering *Korda/Nemeth Engineering M-Engineering	TBD: Contact Agency / Institution
09/21/2010 OR #205 Locally Administered	OSU-100398 McCampbell Hall - Ambulatory Modifications The Ohio State University Columbus, Ohio	\$10,500,000	Bostwick Design Partnership CBLH Design Inc. *DesignGroup Perspectus Architecture LLC	TBD: Contact Agency / Institution
09/30/2010 OR #205 Locally Administered	UTO-10656R (readvertised) Center for Biosphere Restoration Research: Bowman-Oddy Laboratories and Wolfe Hall Renovations (CM at Risk) The University of Toledo Toledo, Ohio	\$7,888,000	AMEC E&C Services, Inc. *The Lathrop Company, Inc. The Whiting-Turner Contracting Company	TBD: Contact Agency / Institution
08/30/2010 OR #204 Locally Administered	YSU-111204 M1 & M2 Parking Deck Repair/Restoration Youngstown State University Youngstown, Ohio	\$5,200,000	Carl Walker, Inc. DESMAN Associates Walker Parking Consultants	TBD: Contact Agency / Institution
08/31/2010 OR #204 Locally Administered	WSU-110006 Rinzler Athletic Complex Wright State University Fairborn, Ohio	\$4,400,000	Annette Miller Architects Lorenz Williams, Inc. McGill Smith Punshon MSA Architects	TBD: Contact Agency / Institution
08/31/2010 OR #204 Locally Administered	WSU-090025 Concert Hall Renovation Wright State University Dayton, Ohio	\$4,228,000	H3 Hardy Collaboration Hardlines Design Company GBBN Architects Richard Fleischman	TBD: Contact Agency / Institution
07/01/2010 OR #203 Locally Administered	OSU-090468 Howlett - Kottman Steam Upgrades The Ohio State University Columbus, Ohio	\$1,982,907	Korda/Nemeth Engineering *RMF Engineering SSOE, Inc. Varo Engineers, Inc.	\$168,801.02
07/01/2010 OR #203 Locally Administered	OSU-100738 Pomerene - History of Art Renovation The Ohio State University Columbus, Ohio	\$400,000	Braun & Steidl Hardlines Design *Miller Watson Architects	\$45,548
06/18/2010 OR #202 Locally Administered	UTO-100656 Center for Biosphere Restoration Research: Bowman-Oddy Laboratories and Wolfe Hall Renovations (C/M at Risk), The University of Toledo Toledo, Ohio	\$7,888,000	Bostleman Mosser, LLC The Lathrop Co. Messer Construction	N/A: Project was readvertised on 09/30/2010 (see OR #205 above)
05/21/2010 OR #201 SAO Administered	DRC-090040 Roof Replacement - Ohio State Penitentiary Youngstown, Ohio	\$1,685,000	N/A - Project Cancelled	N/A - Project Cancelled
05/21/2010 OR #201 SAO Administered	DRC-090053 HVAC Upgrade 2010 - Warren Correctional Institution Lebanon, Ohio	\$2,500,000	DLZ Ohio, Inc. Kramer Engineers *Prater Engineering Associates Scheeser Buckley Mayfield LLC	TBD / Contract not finalized
05/28/2010 OR #201 Locally Administered	MUN-100014 Harris Dining Hall HVAC Replacement Miami University Oxford, Ohio	\$1,400,000	Heapy Engineering KLH Engineers Prater Engineering	TBD: Contact Agency / Institution
05/28/2010 OR #201 Locally Administered	OSU-081047 John Herrick Drive Rebuild Phase 1 The Ohio State University Columbus, Ohio	\$6,300,000	DLZ Ohio, Inc. EMH&T Kleingers & Associates MS Consultants	TBD: Contact Agency / Institution
05/27/2010	DMR-100003		The Mannik & Smith Group	

OR #201 Locally Administered	NODC Paving 2010 Northwest Ohio Developmental Center Toledo, Ohio	\$400,000	Chevevey & Piccin *Buehrer Group	\$25,611
04/02/2010 OR #200 SAO Administered	CSU-100010 (CM at Risk) Emery Hall Preservation & Restoration Phase IV Central State University Wilberforce, Ohio	\$1,780,000	Messer Construction Co. *Miles-McClellan Construction Thomas & Marker Construction	TBD / Contract not finalized
02/24/2010 OR #198 Locally Administered	OSU-100266 Stone Lab Green Energy Program Ph 1 The Ohio State University Gibraltar Island Put-in-Bay, Ohio	\$320,000	*Metro DC Engineering, LLC Santee Consulting Services Poggemeyer Design Group	\$46,798
02/19/2010 OR #198 Locally Administered	OSU-080338 College of Medicine Renovation/Addition Hazardous Material Abatement The Ohio State University Columbus, Ohio	\$13,000,000	*Electro-Analytical Inc (dba EA Group) Lawhon & Associates Gandee & Associates	\$15,040
12/07/2009 OR #196 Locally Administered	DRC-090047 Domestic Water & Boiler Replacement Ohio Department of Rehabilitation and Correction Lebanon, Ohio	\$1,425,003	Advanced Engineering Consultants *Kramer Engineers Roger D. Fields & Associates	TBD: Contact Agency / Institution
12/07/2009 OR #196 Locally Administered	DRC-090049 Exterior Door Replacement - Warren Correctional Ohio Department of Rehabilitation and Correction Lebanon, Ohio	\$1,360,000	*eS Architecture & Development KZF Design Renouveau Design	TBD: Contact Agency / Institution
12/23/2009 OR #196 Locally Administered	OSU-090445 Dreese Exterior Sealant Repair The Ohio State University Columbus, Ohio	\$1,270,000	Abbot Studios Architects & Planners *Shremshock Architects, Inc. CTL Engineering	\$112,649.93
12/23/2009 OR #196 Locally Administered	UTO-010656 New Science Building University of Toledo Toledo, Ohio	\$30,000,000	BHPD Architecture *SSOE The Collaborative	TBD: Contact Agency / Institution
11/18/2009 OR #196 Locally Administered	OSU-091575 Patent Cafe Food Kitchens Renovation (Food Service Consultant) The Ohio State University Columbus, Ohio	\$10,747,694	*JEM Associates (NJ) Robert Rippe & Associates (MN) The Hysen Group (MI)	TBD: Contact Agency / Institution
12/07/2009 OR #196 Locally Administered	OSU-091576 Morehouse Parking Garage - Demolish and Construct Surface Lots The Ohio State University Columbus, Ohio	\$2,209,149	*EMH&T Jobes Henderson & Associates Resource International	\$226,551
11/05/2009 OR #195 Locally Administered	UCN-08085A Kettering North Demolition The University of Cincinnati Cincinnati, Ohio	\$3,000,000	*Champlin Architecture JL Bender TRIAD Architects	TBD: Contact Agency / Institution
11/04/2009 OR #195 Locally Administered	UCN-06040C Morgens Hall Renovation and Scioto Decommissioning The University of Cincinnati Cincinnati, Ohio	\$27,748,000	GBBN Moody Nolan *Richard Fleischman + Partners Architects	TBD: Contact Agency / Institution
11/18/2009 OR #195 Locally Administered	OSU-091575 Patent Cafe Food Kitchens Renovation (A/E) The Ohio State University Columbus, Ohio	\$10,747,694	*FRCH Design Worldwide Hendon & Redmond M+A Architects Perspectus Architecture	\$1,217,199
11/18/2009 OR #195 Locally Administered	OSU-100217 Mason Hall - First and Second Floor Renovations The Ohio State University Columbus, Ohio	\$5,974,259	Champlin Architecture *Kallmann McKinnell & Wood Architects (MA) with Bialosky + Partners Architects Phillip Markwood Architects Westlake Reed Leskosky	\$400,500
11/10/2009 OR #195 Locally Administered	OSU-090581 Chemical and Biomolecular Engineering and Chemistry Building - <i>Design Architect</i> The Ohio State University Columbus, Ohio	\$126,000,000	Bohlin Cywinski Jackson (PA) David Brody Bond Aedas (NY) Ellenzweig (MA) FLAD Architects (WI) Payette (NY) Pelli Clark Pelli (CT) Perkins + Will (IL) Pohlshek Partnership (NY) SmithGroup (MI) Tsoi-Kobus & Associates (MA) Wilson Architects (NY) Zimmer Gunsul Frasca (NY)	TBD: Contact Agency / Institution
11/10/2009 OR #195 Locally Administered	OSU-090581 Chemical and Biomolecular Engineering and Chemistry Building - <i>Architect of Record</i> The Ohio State University Columbus, Ohio	\$126,000,000	Anshen + Allen BHPD Braun & Steidl/IKM *Burt Hill Champlin Architecture NBBJ	\$8,425,000
11/10/2009 OR #195 Locally Administered	OSU-090581 Chemical and Biomolecular Engineering and Chemistry Building - <i>Commissioning</i>	\$126,000,000	*Four Seasons FTC&H Heapy Engineering	\$393,333.54

Administered	The Ohio State University Columbus, Ohio		Horizon Engineering	
11/10/2009 OR #195 Locally Administered	OSU-090581 Chemical and Biomolecular Engineering and Chemistry Building - MEP The Ohio State University Columbus, Ohio	\$126,000,000	Affiliated Engineers (WI) ARUP (NY) HAWA (OH) M/E Engineering (NY) RMF (MD) Vanderweil (MA)	TBD: Contact Agency / Institution
11/24/2009 OR #195 Locally Administered	OSU-081230 William H. Hall Complex Expansion, Phase 2 - Commissioning The Ohio State University Columbus, Ohio	\$33,056,494	*Four Seasons Environmental Horizon Engineering Associates Scheeser Buckley Mayfield	\$68,088.05
11/24/2009 OR #195 Locally Administered	OSU-071589 Hopkins Hall Mechanical Improvements The Ohio State University Columbus, Ohio	\$5,668,290	Advanced Engineering DLZ Kramer Engineering *Prater Engineering	\$398,170
10/09/2009 OR #194 Locally Administered	OHU-091500 Clippinger Lab - Phase 2b-3 Ohio University Athens, Ohio	\$6,900,000	Burt Hill URS W.E. Monks & Co. Westlake, Reed, Leskosky	TBD: Contact Agency / Institution
10/19/2009 OR #194 Locally Administered	WSU-100012 Master Plan - Land Use and Development Wright State University Dayton, Ohio	\$200,000	Burt Hill NBBJ Sasaki	TBD: Contact Agency / Institution
09/21/2009 OR #193 SAO- Administered	NEM-090001 (CM) Campus Research and Academic Expansion NEOUCOM Rootstown, Ohio	\$37,930,000	Bovis Lend Lease, Inc. Donley's Inc. *The Ruhlin Company Wely Building Company	TBD / Contract not finalized
09/11/2009 OR #193 SAO- Administered	BWC-100001 BWC Chiller/Ice Tank Replacement Columbus, Ohio	\$1,550,000	DLZ Ohio, Inc. Korda/Nemeth Engineering Motz Engineering *Star Consultants	\$141,260
09/02/2009 OR #193 SAO- Administered	DOT-100001 Noble County Maintenance Facility / ODOT Caldwell, Ohio	\$4,800,000	*Jerome M. Scott Architects ms consultants, inc. Schorr Architects, Inc. Wachtel & McAnally Architects/Planners, Inc.	\$403,171
08/28/2009 OR #192 Locally Administered	WSU-090041 Halon Replacement Project Wright State University Dayton, Ohio	\$500,000	Heapy Engineering Helmig-Lienesch Engineers *Prater Engineering	TBD: Contact Agency / Institution
08/28/2009 OR #192 Locally Administered	WSU-090034 Elevator Upgrades Wright State University Dayton, Ohio	\$500,000	JL Bender Oregon Group Architects *Stilson & Associates, Division of DLZ	TBD: Contact Agency / Institution
08/28/2009 OR #192 Locally Administered	WSU-090038 Health Science Roof Replacement Wright State University Dayton, Ohio	\$317,000	Annette Miller Architects eS Architecture and Development *SFA Architects	TBD: Contact Agency / Institution
08/28/2009 OR #192 Locally Administered	WSU-090029 Rike Hall Second Floor HVAC and General Renovation Wright State University Dayton, Ohio	\$520,000	*Annette Miller Architects Schorr Architects TRIAD Architects	\$50,000
07/14/2009 OR #191 SAO- Administered	NEM-090001 (A/E) Campus Research and Academic Expansion NEOUCOM Rootstown, Ohio	\$37,930,000	Burt Hill, Inc. Hasenstab Architects *TC Architects URS	TBD / Contract not finalized
06/15/2009 OR #190 Locally Administered	UCN-09101A Radiology Office Building The University of Cincinnati Cincinnati, Ohio	\$2,100,000	BSA LifeStructures *GBBN PFB Architects	TBD: Contact Agency / Institution
06/18/2009 OR #190 SAO- Administered	DRC-090026 Fire Alarm Upgrade Lebanon Correctional Institution Lebanon, Ohio	\$3,125,500	*Advanced Engineering Consultants DLZ Ohio KZF Design Kramer Engineers Roger D. Fields & Associates	\$235,213
06/18/2009 OR #190 SAO- Administered	DRC-090050 Roof Replacement Correctional Reception Center Orient, Ohio	\$2,604,199	*Archatas, Inc. Asebrook & Co. Architecture eS Architecture and Development Schorr Architects	\$199,750
06/18/2009 OR #190 SAO- Administered	DRC-090052 Medical/Dental Addition Lorain Correctional Institution Grafton, Ohio	\$1,735,000	Kaczmar Architects Incorporated *mbi k2m Architecture Ziska Architecture	\$268,125
05/06/2009 OR #189 SAO- Administered	EXP-090003 North Parking Lot Improvements Ohio Expositions Commission Columbus, Ohio	\$5,000,000	Kabil Associates, Inc. *Korda/Nemeth Engineering, Inc. Star Consultants, Inc.	\$345,975
04/09/2009 OR #189	DAS-010100 North High Street Complex Renovation, Phase 4	\$52,505,945	*Acock Associates Architects Feinknopf Macioce Schappa	\$4,005,429

SAO-Administered	Ohio Dept. of Administrative Services Columbus, Ohio		Architects Schooley Caldwell Associates	
04/09/2009 OR #188 SAO-Administered	OHU-071730 Scripps College of Communication - Phase 1 Ohio University Athens, Ohio	\$18,000,000	Feinknopf Macioce Schappa Architects Moody Nolan, Inc. NBBJ Schooley Caldwell Associates *The Collaborative, Inc.	\$1,159,650
02/12/2009 OR #186 SAO-Administered	DYS-050133 ORVJCF Classroom Addition - Phase 2 Ohio River Valley Juvenile Correctional Facility	\$6,800,000	KZF Design, Inc. Shremshock Architects, Inc. *Wachtel & McAnally Architects/Planners, Inc.	\$668,827
02/04/2009 OR #186 SAO-Administered	DOT-090005 Rest Areas Renovation Various locations throughout Ohio	\$12,000,000	Feinknopf Macioce Schappa Architects KZF Design *Shremshock Architects	\$889,360
01/30/2009 OR #185 SAO-Administered	CTI-090001 ERC Renovation (Columbus Hall) Columbus State Community College	\$5,400,000	Acock Associates Architects *BHDP Architecture McDonald, Cassell & Bassett Schooley Caldwell Associates	\$389,226
12/15/2008 OR #184 SAO-Administered	DMR-090010 Various Improvements Northwest Ohio & Tiffin Developmental Centers	\$1,655,500	Archatas Bodner & Kerik Architects, Inc. *Buehrer Group Architecture & Engineering, Inc.	\$107,200
12/18/2008 OR #184 SAO-Administered	DMR-090013 Various Improvements Southwest Ohio Developmental Center	\$1,260,000	Archatas *eS Architecture and Development Star Consultants, Inc.	\$158,802
12/01/2008 OR #184 SAO-Administered	DOT-090003 District 11 Re-roof Ohio Department of Transportation New Philadelphia, Ohio	\$4,800,000	Makovich & Pusti Architects, Inc. *Schorr Architects, Inc. Shremshock Architects, Inc.	\$389,000
11/18/2008 OR #183 SAO-Administered	EXP-090002 2008 Electrical Upgrades Ohio Expositions Commission	\$2,100,000	Advanced Engineering Consultants *Bennett Engineering, Inc. DLZ Ohio, Inc. Star Consultants, Inc.	\$180,892
11/10/2008 OR #183 SAO-Administered	EXP-090001 Sheep and Swine Barn Renovations Ohio Expositions Commission Columbus, Ohio	\$11,900,000	Davis Wince, Ltd. McDonald, Cassell & Bassett, Inc. *Schorr Architects, Inc. Star Consultants, Inc.	\$898,244
07/24/2008 OR #179 SAO-Administered	ADJ-090001 Delaware Training and Community Center Adjutant General's Department Delaware, OH	\$21,553,840	KZF Design, Inc. Maddox-NBD, Inc. *Poggemeyer Design Group	\$801,724





Request for Proposal

The State Architect's Office of Energy Services requests proposals for:

Project DAS-11N006
Energy Conservation Project
Hocking College
Nelsonville, Athens County

Date Issued: Oct. 6, 2011
(Revised Oct. 18, 2011)

Pre-Proposal Meeting
Oct. 21, 2011 - 10:00 a.m.
Conference Room 147
Hocking College
3301 Hocking Parkway
Nelsonville, Ohio 45764

Proposal Opening
Jan. 20, 2012 - 2:00 p.m.
Security Desk
General Services Center
4200 Surface Road
Columbus, Ohio 43228

This Request for Proposals consists of 4 parts and 16 attachments for a total of 177 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.

Request for Proposal

Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project DAS-11N006
Energy Conservation Project
Hocking College
Nelsonville, Hocking County**

PART ONE: EXECUTIVE SUMMARY

- 1.1 Purpose. This is a Request for Proposals ("RFP") under Ohio Revised Code ("O.R.C.") Chapter [3345]. Hocking College ("Owner") is issuing this RFP to solicit competitive sealed Proposals ("RFP Proposals") for its Energy Conservation Project (the "Project"). If a suitable offer is made in response to this RFP, the Owner 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 an RFP Proposal for the Project, how the Owner will evaluate the RFP 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 Owner, in its sole discretion, refusing to consider the RFP Proposal of the Offeror.**

- 1.2 Background. Pursuant to O.R.C. Chapter [3345], the Owner may implement energy, water, and wastewater conservation measures to significantly reduce energy and/or water consumption, capital costs, and operating costs of its buildings. In compliance with O.R.C. Chapter [3345], the Owner may enter into contracts for the implementation of energy, water, and wastewater saving measures in these facilities.

"Performance contracting" is a method of obtaining energy and water 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 16 attachments, as listed below.

Parts

Part 1	Executive Summary
Part 2	General Instructions
Part 3	Evaluation of Proposals
Part 4	Contract Award

Attachments

Attachment 1	Proposal Format
Attachment 2	Site-specific Guidelines and Information
Attachment 3	Utility Information
Attachment 4	General Conditions of the Contract
Attachment 5	ECM and Energy Savings Guarantee Requirements
Attachment 6	Offeror Profile and Information Form
Attachment 7	Offeror Reference Form
Attachment 8	Personnel Profile Summary
Attachment 9	Energy and Water Conservation Measure (ECM/WCM) Form
Attachment 10	Cost and Savings Summary and Certification
Attachment 11	Service Agreement Cost Summary Form
Attachment 12	Wage Rate Requirements
Attachment 13	Contracting Definitions

Attachment 14a	Performance Contract
Attachment 14b	Performance and Payment Bond Form
Attachment 15a	Service Agreement
Attachment 15b	Guarantee Bond
Attachment 15c	Service Scope of Work
Attachment 16	Specifications

1.4 Calendar of Events. The schedule for the Project is given below. The Owner may, in its sole discretion, change this schedule at any time. If the Owner 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 amendment provisions in the General Conditions of the Contract. It is each prospective Offeror's responsibility to check with the Owner for current information regarding this RFP and its Calendar of Events.

Firm Dates

RFP Issued: Oct. 6, 2011
 Inquiry Period Begins..... Oct. 6, 2011
 Inquiry Period Ends:..... Jan 13, 2012 at 4:00 p.m.
 Pre-proposal Meeting Date: Oct 21, 2011 at 10:00 a.m., Hocking College, Conf. Room 147
 Proposal Deadline:..... Jan 20, 2012 at 2:00 p.m.

Estimated Dates

Selection of Finalist: TBD during contract negotiation
 Finalist Agreement to Contract Terms
 and Conditions and Delivery of all items
 Precedent to Contract Execution: TBD during contract negotiation
 Approval of Award of Contract
 by College Board of Trustees: TBD during contract negotiation
 Contract Execution:..... April 13, 2012
 Project Work Begins: April 23, 2012

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

PART TWO: GENERAL INSTRUCTIONS

- 2.1 Documents. Proposal documents (excluding prints) are available from the OAKS Capital Improvements website at <http://ci.oaks.ohio.gov> and the State Purchasing website at www.ohio.gov/procure.
- 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 Owner will be represented by both a Project Engineer and Owner Representative during the RFP Proposal process.

The Project Engineer for this Project is:

Oscar Zanganeh, P.E., CEM, LEED AP
State Architect's Office of Energy Services
4200 Surface Road
Columbus, Ohio 43228-1395
Phone: (614) 466-7369
E-mail: oscar.zanganeh@das.state.oh.us

The Owner Representative is:

Mr. Ron Mash
Director of Maintenance and Grounds
Hocking College
3301 Hocking Parkway
Nelsonville, OH 45764-9588
Phone: (740) 753-6079
E-mail: mash_r@hocking.edu

- 2.3 Eligible Energy and Water Conservation Measures. The Offeror should attempt to maximize energy savings and financial benefit through energy and water conservation measures at the Site. Energy and water conservation measure means an installation or modification of an installation in, or a remodeling of, an existing building in order to reduce energy and water consumption and operating costs, pursuant to O.R.C. Section [3345.61/156.01]. The term energy conservation measure includes the installation, modification, and replacement of:
- Insulation in 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; 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, and air conditioning systems;
 - Caulking and weather-stripping;
 - Lighting fixtures to increase the energy efficiency of the lighting system without changing the overall illumination of a building, unless an 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 heat as well as electricity, for use primarily within a building or complex of buildings;

- Any other modification, installation, or remodeling approved by the Project Engineer and Owners Representative as an energy conservation measure.

The term water conservation measure includes the installation, modification, and replacement of:

- Water-conserving fixture, appliance, or equipment, or the substitution of a nonwater-using fixture, appliance, or equipment;
- Water-conserving, landscape irrigation equipment;
- Landscaping measure 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;
- Any other modification, installation, or remodeling approved by the board of trustees of a state institution of higher education, as defined in section 3345.011 [3345.01.1] of the Revised Code, as a water conservation measure for one or more buildings or the surrounding grounds owned by the institution.

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

2.5 Walk-throughs. A walk-through will be conducted at the conclusion of the pre-proposal meeting. Dates for additional walk-throughs, if necessary, will be provided at the pre-proposal meeting. Additional Site access for the purposes of data collection prior to the RFP 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 Consultant 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 in writing, either by e-mail, fax, or postal mail, to the Consultant. The Offeror should also submit a copy of the inquiry to the Owner Representative.

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 inquiry must contain the name of the Offeror's representative who is responsible for the inquiry, the Offeror's name, the representative's preferred method of response, and the appropriate fax number, e-mail address, or postal address.

The Owner will attempt to respond to all inquiries within seventy-two (72) hours, excluding weekends and state holidays. The Owner will not respond to any inquiries received after 4:00 p.m., January 13, 2012. 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 Consultant 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 Consultant, 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 RFP. Should an inquiry prompt the Owner to amend the RFP, a notice will be 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 five (5) days before the RFP Proposal deadline, the Owner 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 4:00 p.m., January 13, 2012. The Owner 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 Reserved.

- 2.10 Communication Restrictions. From the release of this RFP until an RFP Proposal is selected and the Contract executed, Offerors shall not communicate with any Owner 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 Owner initiates during the evaluation process. If an Offeror engages in any unauthorized communication, the Owner may reject that Offeror's RFP Proposal.

- 2.11 Form and Content. The requirements for the RFP Proposal's formatting and contents are contained in Attachment 1 to this RFP. Each RFP 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 RFP 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.

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

- 2.13 Proposal Submittal. Each Offeror must submit 5 copies of its RFP Proposal, which will include one signed original and four copies, in a sealed envelope. The envelope should be clearly marked “Energy Conservation Project RFP” on the outside.

RFP Proposals are due no later than Jan. 20, 2012, at 2:00 p.m., Standard Time. RFP Proposals must be submitted to:

Security Desk
General Services Center
4200 Surface Road
Columbus, Ohio 43228

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

- 2.14 Acknowledgement. By submitting an RFP 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 Owner and the Offeror and shall supersede all communications between the parties regarding the Contract’s subject matter.
- 2.15 Amendments to RFP Proposals. Amendments or withdrawals of RFP Proposals shall be allowed only if the amendment or withdrawal is received before the RFP Proposal deadline. No amendment or withdrawal shall be permitted after the RFP Proposal deadline, except as authorized by this RFP.
- 2.16 Public Disclosure. All RFP Proposals and other material submitted shall become the property of the Owner and may be returned only at the Owner’s option. Sensitive or proprietary information should not be included in an RFP Proposal or supporting materials. Additionally, all RFP Proposals will be available to the public after the Contract has been awarded, pursuant to O.R.C. Section 149.43.

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

PART THREE: EVALUATION OF RFP PROPOSALS

- 3.1 RFP Proposal Opening. The Contracting Authority will open the RFP Proposals in a manner that avoids disclosing their contents. After the RFP Proposals are opened, the Contracting Authority will prepare a public registry of RFP Proposals containing the name and address of each Offeror. In order to ensure fair and impartial evaluation, RFP Proposals and related documents submitted in response to a request for RFP 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 Contracting Authority may, in its sole discretion, reject any RFP Proposal, in whole or in part, if:
- it is delivered after the RFP 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 RFP Proposal fails to meet any requirement of this RFP;
 - the Contracting Authority believes that the RFP Proposal is not in the Owner's interests to consider or accept.
- 3.2.1 The Contracting Authority may, in its sole discretion and for any reason, cancel this RFP, reject all the RFP Proposals, and seek to perform the Project through a new RFP or other means.
- 3.2.2 The Contracting Authority shall not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether the Contracting Authority 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 RFP Proposals for defects;
 2. The evaluation committee's evaluation of the RFP Proposals;
 3. Request for more information (interviews, presentations, and/or demonstrations); and
 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 Contracting Authority reserves the right to allow any Offeror a reasonable opportunity to cure a minor irregularity or technical deficiency in a RFP 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 RFP Proposal.
- 3.5 Initial Review. The Contracting Authority will review all RFP Proposals for their timeliness, format, and completeness. The Contracting Authority may reject any late, incomplete, or incorrectly formatted RFP Proposal, though it may, in its sole discretion, waive any defects or allow an Offeror to submit a correction.
- 3.5.1 If a late RFP Proposal is rejected, the Contracting Authority shall not open it or evaluate it for format or completeness. The Contracting Authority will forward all timely, complete, and

properly formatted RFP Proposals to an evaluation committee, which the Contracting Authority will chair.

- 3.6 Committee Review. The evaluation committee will evaluate and numerically score each RFP 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 RFP Proposals, or portions of them, reviewed and evaluated by independent third parties or other 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 committees that have subject matter expertise or an interest in the Project.
- 3.6.1 The evaluation will result in a point total being calculated for each RFP Proposal. The Offeror(s) submitting the highest-rated RFP Proposal(s) may be scheduled for the next phase. The number of RFP Proposals forwarded to the next phase shall be within the committee's sole discretion.
- 3.6.2 At any time during the Committee Evaluation phase, the committee may ask an Offeror to correct, revise, or clarify any portions of its RFP Proposal.
- 3.7 RFP Proposal Evaluation Criteria. In the evaluation phase, the committee will rate the RFP Proposals based on the following criteria and the following weight assigned to each criterion:
- 3.7.1 Responsibility, Capability, and Qualifications (20 points). The RFP 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 three (3) years;
 - A valid contractor's license from an OBBC 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 an OBBC municipality or county for the preceding consecutive five (5) years, pursuant to demonstration of proof of bonding and insurance.
- 3.7.2 Qualified Personnel (10 points). The RFP 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 project manager and the manager's dedicated management time, as well as that of other key personnel working on this Project.
- 3.7.3 Technical Approach (30 points). The RFP Proposal shall indicate the methods used by the Offeror to define the Project. Factors to be considered include:
- Listing of energy and water 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, capital, 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.
- 3.7.4. Cost and Savings (30 points). Points will be awarded based upon the relative value of the Project to the Contracting Authority over a prescribed payback cycle. A Cost Summary Form is included as Attachment 10 of this RFP.
- 3.7.5 Service Agreement, Energy Guarantee (10 Points). Ability to provide a multi-year energy guarantee and manage the Service Agreement for a period of [ten/fifteen] years. Capability to provide all services described in the Service Agreement for the duration of the guarantee period.
- 3.8 Interviews, Demonstrations, and Presentations. The RFP Proposal evaluation committee may require some Offerors to interview with the committee, make a presentation about their RFP Proposal, and/or demonstrate their products or services. Such presentations, demonstrations, and interviews provide an Offeror with an opportunity to clarify its RFP Proposal and to ensure a mutual understanding of the RFP 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 Rankings and Contract Negotiations. The evaluation committee shall submit their rankings to the Contracting Authority who may, at its sole discretion, commence negotiations with one or more competing Offerors. The Contracting Authority will select which Offeror(s) with whom it shall negotiate by determining which Offeror(s) is reasonably likely to be awarded the contract under this RFP. The Contracting Authority may reject all RFP Proposals and cancel this RFP at any time during the RFP process.
- 3.9.1 The Contracting Authority may not disclose any information derived from any of the RFP Proposals to competing Offerors. The Contracting Authority shall limit access to information contained in the RFP Proposals to those people with a need to know the information.
- 3.10 Offeror(s) shall negotiate in good faith. Offeror(s) may negotiate only the specific aspects of the RFP that the Contracting Authority, 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 RFP Proposal before the award of the Contract or cancellation of this RFP. Any Offeror that attempts to gain access to another's RFP Proposal before Contract award or cancellation of this RFP may be disqualified. Offerors shall not submit a RFP Proposal assuming that there will be an opportunity to negotiate.

PART FOUR: CONTRACT AWARD

- 4.1 Notice of Award. Upon completion of the evaluation, the State will issue a Notice of Award to the selected Offeror. The Notice of 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 Award.

Noncompliance with such conditions may be cause for the State to cancel the Notice of 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 Adjustments. If the Contract is awarded within 90 days of the Proposal deadline, 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 90 days of the Proposal deadline 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 90 days of the Proposal deadline 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:
- 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
- Declaration Regarding Material Assistance / Non-Assistance to a Terrorist Organization Form (“DMA”)
- 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.

Attachment 1 - Proposal Format

Ohio Department of Administrative Services
General Services Division
State Architect's Office ▪ 4200 Surface Road ▪ Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project DAS-11N006
Energy Conservation Project
Hocking College
Nelsonville, Hocking County**

PROPOSAL FORMAT

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

Each RFP 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 RFP 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 RFP Proposal to be rejected.

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

Each RFP Proposal must contain the following:

1. Offeror Profile and Information Form (Attachment 6)
 2. Subcontractor Profile
 3. Offeror Performance
 4. Staffing Plan
 5. Personnel Profile Summaries
 6. Technical Approach
 7. Project Schedule
 8. Support Requirements
 9. Cost and Savings Summary (Guaranteed Savings), Contractor Certification (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 RFP Proposal, in a Drug- Free Safety Program ("DFSP") approved by the Ohio Bureau of Worker's Compensation.
1. Offeror Profile. Each RFP 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 RFP 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 RFP 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 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 Owner's prior written approval.

5. Personnel Profile Summaries. Each RFP 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 Offerors' 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 Owner seeks 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 an educational environment and campus setting occupied by a diverse student population.

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

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

7. Project Schedule. The Offeror must provide a detailed Project schedule for significant Project milestones and deliverables. The Project schedule should be delivered as a Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The Offeror must also identify and describe all risk factors associated with the forecasted milestone schedule.
8. Support Requirements. The Offeror must describe the nature and extent of the support it requires from the Owner to accomplish the Project other than what the Owner has offered elsewhere in this RFP.

The Owner may not be able or willing to provide the additional support the Offeror lists in this part of its RFP 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 Owner may reject the Offeror's RFP Proposal if the Owner is 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 Cost Summary Form. A representative who is authorized to legally bind the Offeror must read the certification and sign the form.

The Offeror must show all RFP 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/WCM 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:

Item 1 - Guaranteed minimum average annual energy savings, in today's dollars, based upon the recommended ECM/WCM. Savings from electricity, natural gas, water and sewer, propane, diesel fuel, or other fuels may be included on this line. Maintenance savings must not be included in Line 1.

Item 2 - Fixed total installation payments 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 3345.64.

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 the energy savings listed on its Cost 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 RFP 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 Owner may, in its sole discretion, reject an RFP 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 RFP 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. An RFP 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 RFP 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 RFP Proposal, in a Drug- Free Safety Program ("DFSP") approved by the Ohio Bureau of Worker's Compensation.

Attachment 2 - Site Information

Ohio Department of Administrative Services
General Services Division
State Architect's Office ▪ 4200 Surface Road ▪ Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

Project DAS-11N006
Energy Conservation Project
Hocking College
Nelsonville, Hocking County



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About Hocking College

With more than 50 associate degree programs to choose from, Hocking College offers students a quality educational experience that is flexible, affordable and applicable to their career goals. At Hocking College, students will gain the concrete skills necessary to successfully further their education and pursue a profession. Hocking College's supportive faculty, interactive classes and valuable campus resources provide a hands-on learning environment that enables students to continually thrive.

Founded in 1968, Hocking College now serves more than 6,000 students and experiences steady growth each year. Set in the scenic town of Nelsonville, Ohio, the 2,300-acre institution is rich in history, nature, art and culture. Hocking College also has a campus located in New Lexington, Ohio and the Energy Institute in Logan, Ohio. In addition to the school's on-campus residents, who attend Hocking from throughout the United States and around the world, local students commute from all over Southeastern Ohio.

Please visit our [Maps & Directions](#) area, for additional information on our campus locations.

Hocking College
3301 Hocking Parkway
Nelsonville, OH 45764
877.HOCKING
E-mail

Owner's and the Engineer Suggestions

1. Lighting retrofits throughout the campus including outdoor
2. Evaluate the existing oil and gas wells for further increase in production
3. Water conservation throughout the campus
6. Take advantage of energy rebates
7. At Hocking Heights, replace the window AC's and the resistive heaters with centralized HVAC
8. At pool area, install summer boiler(s) and shut down the large boilers
9. Replace Cast Iron Boilers with Condensation Boilers

Attachment 3 - Utility Information

Ohio Department of Administrative Services
 General Services Division
 State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
 StateArchOff@das.state.oh.us
 Phone 614.466.4761

**Project DAS-11N006
 Energy Conservation Project
 Hocking College
 Nelsonville, Hocking County**

UTILITY INFORMATION

Gas Bills

Date	CCF used	Bill Amount	Well 1	Well 2A&5	Total Wells	Total campus CCF
May, 2011	3,374.00	\$3,026.55	2947	74	3021	6,395.00
April, 2011	10,656.00	\$9,324.00	3809	25	3834	14,490.00
March, 2011	19,026.00	\$17,035.09	2709	173	2882	21,908.00
February, 2011	22,226.00	\$20,899.26	3478	1079	4557	26,783.00
January, 2011	35,364.00	\$33,425.80	3525	700	4225	39,589.00
December, 2010	28,236.00	\$26,824.20	4517	2070	6587	34,823.00
November, 2010	14,513.00	\$12,698.88	3611	4757	8368	22,881.00
October, 2010	4,595.00	\$3,790.88	5342	293	5635	10,230.00
September, 2010	862.00	\$778.31	803	40	843	1,705.00
August, 2010	338.00	\$317.78	2427	100	2527	2,865.00
July, 2010	267.00	\$251.13	2341	5038	7379	7,646.00
June, 2010	441.00	\$388.29	2882	626	3508	3,949.00
Total	139,898.00	\$128,760.17	38391	14975	53366	193,264.00

Use \$9.20/MCF as the baseline

Building Square Footage

Building	Square Footage
North Dorm	43,344
Downhour Dorm	48,372
Davidson Hall	39,483
Light/Oakley Hall	120,390
Shaw Building	14,952
Natural Resources Building	29,905
Public Safety Building	15,824
Daycare Building	3,400
Recreation Center	46,791
Hocking Heights Dorm	42,638
Petro-Auto Building	16,200
Perry County Building	20,971
The Inn at Hocking College	45,000
Total	487,270

Account: Hocking College

Acct#: 102-511-430-3

Service **163 W Washington St**
 Addr: **Nelsonville, OH 45764-1138**

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-9582

Contract
 Capacity:

Deposit
 Amount: **\$0.00**

Average Monthly
 Bill: **\$143.22**
 HPD: **10.1**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/27/2011	31	\$47.46	840	761	6.4	6.4	16.1		0.0	0	0.0	0.0	0	0
04/11	4/26/2011	32	\$49.07	840	759	6.5	6.5	15.2		0.0	0	0.0	0.0	0	0
03/11	3/25/2011	28	\$35.62	840	824	2.9	2.9	42.7		0.0	0	0.0	0.0	0	0
02/11	2/25/2011	30	\$39.06	840	986	3.2	3.2	43.3		0.0	0	0.0	0.0	0	0
01/11	1/26/2011	35	\$46.35	840	1,268	3.6	3.6	42.1		0.0	0	0.0	0.0	0	0
12/10	12/22/2010	29	\$122.93	207	980	2.7	2.7	51.3		0.0	0	0.0	0.0	0	0
11/10	11/23/2010	29	\$118.26	207	877	3.8	3.8	33.6		0.0	0	0.0	0.0	0	0
10/10	10/25/2010	31	\$144.02	207	991	6.7	6.7	20.0		0.0	0	0.0	0.0	0	0
09/10	9/24/2010	31	\$220.46	207	1,665	8.7	8.7	25.9		0.0	0	0.0	0.0	0	0
08/10	8/24/2010	28	\$275.99	207	2,231	8.9	8.9	37.4		0.0	0	0.0	0.0	0	0
07/10	7/27/2010	33	\$349.14	207	2,985	8.7	8.7	43.5		0.0	0	0.0	0.0	0	0
06/10	6/24/2010	29	\$270.29	207	2,060	10.1	10.1	29.2		0.0	0	0.0	0.0	0	0
Totals			\$1,718.65		16,387						0			0	0
Averages			\$143.22		1,366	6.0	6.0	33.3		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/26/2010	33	\$153.24	207	1,118	6.4	6.4	22.2		0.0	0	0.0	0.0	0	0
		-2	-\$105.78		-357	0.0	0.0			0.0	0	0.0	0.0	0	0

Tariff Description: GS2 SEC (840)

5/31/2011 11:17:56 AM

Account: Hocking College

Acct#: 102-841-696-0

Service **3301 Hocking Pkwy**
 Addr: **Nelsonville, OH 45764-9582**

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-9582

Contract
 Capacity:

Deposit
 Amount: **\$0.00**

Average Monthly
 Bill: **\$1,953.21**
 HPD: **142.2**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/25/2011	34	\$792.95	850	25,160	94.5	94.5	32.6	74.7	0.0	22,360	0.0	0.0	0	0
04/11	4/21/2011	29	\$635.15	850	16,240	78.6	78.6	29.7	74.9	0.0	14,360	0.0	0.0	0	0
03/11	3/23/2011	27	\$527.33	850	12,640	62.2	62.2	31.4	79.8	0.0	9,560	0.0	0.0	0	0
02/11	2/24/2011	28	\$501.65	850	14,280	49.1	50.0	43.3	82.5	0.0	9,800	0.0	0.0	0	0
01/11	1/27/2011	36	\$580.09	850	18,720	45.2	50.0	48.0	82.2	0.0	12,960	0.0	0.0	0	0
12/10	12/22/2010	30	\$2,365.35	240	15,360	93.3	93.3	22.9	79.7	0.0	11,640	0.0	0.0	0	0
11/10	11/22/2010	31	\$2,673.61	240	24,240	82.9	85.3	39.3	75.3	0.0	21,160	0.0	0.0	0	0
10/10	10/22/2010	29	\$2,632.23	240	23,440	80.0	85.3	42.1	74.3	0.0	21,120	0.0	0.0	0	0
09/10	9/23/2010	30	\$3,369.41	240	29,040	113.6	113.6	35.5	70.4	0.0	29,320	0.0	0.0	0	0
08/10	8/24/2010	29	\$2,995.83	240	27,720	93.6	93.6	42.5	61.1	0.0	35,960	0.0	0.0	0	0
07/10	7/26/2010	31	\$2,847.74	240	27,520	85.0	85.3	43.5	63.4	0.0	33,560	0.0	0.0	0	0
06/10	6/25/2010	32	\$3,517.23	240	33,960	104.1	104.1	42.5	67.6	0.0	37,000	0.0	0.0	0	0
Totals			\$23,438.57		268,320						258,800			0	0
Averages			\$1,953.21		22,360	81.8	83.0	37.8	72.0	0.0	21,567	0.0	0.0	0	0
Differences from a year ago															
05/10	5/24/2010	31	\$3,633.53	240	25,960	142.2	142.2	24.5	70.5	0.0	26,120	0.0	0.0	0	0
		3	-\$2,840.58		-800	-47.6	-47.7			0.0	-3,760	0.0	0.0	0	0

Tariff Description: GS3 SEC (850)

5/31/2011 11:17:57 AM

Account: Hocking College

Acct#: 103-110-210-1

Service **3301 Hocking Pkwy Apt**
 Addr: **D**
Nelsonville, OH 45764-
9582

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-
9582

Contract
 Capacity: **0**

Deposit
 Amount: **\$0.00**

Average Monthly
 Bill: **\$3,000.81**

HPD: **125.3**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
04/11	4/21/2011	29	\$1,020.53	850	37,200	116.9	116.9	45.7	84.5	0.0	23,520	0.0	0.0	0	0
03/11	3/23/2011	27	\$835.87	850	31,440	84.7	84.7	57.3	82.4	0.0	21,600	0.0	0.0	0	0
02/11	2/24/2011	28	\$934.07	850	36,960	93.4	93.4	58.9	83.9	0.0	24,000	0.0	0.0	0	0
01/11	1/27/2011	36	\$1,059.80	850	43,440	91.0	91.0	55.3	85.2	0.0	26,640	0.0	0.0	0	0
12/10	12/22/2010	30	\$3,629.50	240	38,640	101.8	101.8	52.7	83.0	0.0	25,920	0.0	0.0	0	0
11/10	11/22/2010	31	\$3,726.53	240	37,440	111.6	111.6	45.1	82.0	0.0	26,160	0.0	0.0	0	0
10/10	10/22/2010	29	\$3,803.80	240	37,920	115.0	115.0	47.4	81.6	0.0	26,880	0.0	0.0	0	0
09/10	9/23/2010	30	\$4,082.67	240	42,960	116.9	116.9	51.0	79.2	0.0	33,120	0.0	0.0	0	0
08/10	8/24/2010	29	\$4,294.34	240	46,560	119.8	119.8	55.9	81.3	0.0	33,360	0.0	0.0	0	0
07/10	7/26/2010	31	\$4,449.27	240	48,000	125.3	125.3	51.5	81.7	0.0	33,840	0.0	0.0	0	0
06/10	6/25/2010	32	\$4,470.49	240	48,240	120.5	120.5	52.1	81.7	0.0	34,080	0.0	0.0	0	0
05/10	5/24/2010	31	\$3,702.86	240	38,160	110.6	110.6	46.4	79.8	0.0	28,800	0.0	0.0	0	0
Totals			\$36,009.73		486,960						337,920			0	0
Averages			\$3,000.81		40,580	108.9	109.0	51.6	82.2	0.0	28,160	0.0	0.0	0	0
Differences from a year ago															
04/10	4/23/2010	29	\$3,656.34	240	37,200	109.9	109.9	48.6	74.2	0.0	33,600	0.0	0.0	0	0
		0	-\$2,635.81		0	7.0	7.0			0.0	-10,080	0.0	0.0	0	0

Tariff Description: GS3 SEC (850)

5/31/2011 11:17:58 AM

Account: Hocking College

Acct#: 103-364-530-1

Service **16525 Wolfe Bennett Rd**
 Addr: **Apt 1**
Nelsonville, OH 45764-9529

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE, OH 45764-9582

Contract Capacity:
 Deposit Amount: **\$0.00**

Average Monthly Bill: **\$16.12**

HPD: **0**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/24/2011	33	\$12.84	830	117	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
04/11	4/21/2011	29	\$12.68	830	101	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
03/11	3/23/2011	27	\$14.12	830	148	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
02/11	2/24/2011	28	\$14.27	830	153	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
01/11	1/27/2011	36	\$9.87	830	7	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
12/10	12/22/2010	30	\$11.67	206	15	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
11/10	11/22/2010	31	\$12.96	206	25	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
10/10	10/22/2010	29	\$16.07	206	49	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
09/10	9/23/2010	30	\$29.58	206	154	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
08/10	8/24/2010	29	\$19.62	206	91	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
07/10	7/26/2010	33	\$19.90	206	93	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
06/10	6/23/2010	30	\$19.80	206	91	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
Totals			\$193.38		1,044						0			0	0
Averages			\$16.12		87	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/24/2010	31	\$29.04	206	163	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
		2	-\$16.20		-46	0.0	0.0			0.0	0	0.0	0.0	0	0

Tariff Description: GS1 (830)

5/31/2011 11:17:58 AM

Account: Hocking College

Acct#: 103-706-880-1

Service **209 Robbins Rd**
 Addr: **Nelsonville, OH 45764-9530**

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-9582

Contract
 Capacity:

Deposit
 Amount: **\$0.00**

Average Monthly
 Bill: **\$63.08**
 HPD: **6.8**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/24/2011	33	\$43.09	830	1,144	6.0	6.0	24.1		0.0	0	0.0	0.0	0	0
04/11	4/21/2011	29	\$42.49	830	1,093	6.1	6.0	25.9		0.0	0	0.0	0.0	0	0
03/11	3/23/2011	27	\$46.83	830	1,233	6.1	6.0	31.4		0.0	0	0.0	0.0	0	0
02/11	2/24/2011	28	\$31.09	830	711	6.2	6.1	17.1		0.0	0	0.0	0.0	0	0
01/11	1/27/2011	36	\$55.78	830	1,462	5.6	5.5	30.4		0.0	0	0.0	0.0	0	0
12/10	12/22/2010	30	\$187.40	206	1,504	6.9	6.8	30.5		0.0	0	0.0	0.0	0	0
11/10	11/22/2010	28	\$149.00	206	1,106	6.5	6.5	25.3		0.0	0	0.0	0.0	0	0
10/10	10/25/2010	32	\$88.31	206	609	5.4	5.3	14.8		0.0	0	0.0	0.0	0	0
09/10	9/23/2010	30	\$19.15	206	73	4.1	4.0	2.5		0.0	0	0.0	0.0	0	0
08/10	8/24/2010	29	\$14.74	206	54	4.1	4.1	1.9		0.0	0	0.0	0.0	0	0
07/10	7/26/2010	31	\$48.20	206	307	4.3	4.3	9.5		0.0	0	0.0	0.0	0	0
06/10	6/25/2010	32	\$30.85	206	173	4.1	4.1	5.5		0.0	0	0.0	0.0	0	0
Totals			\$756.93		9,469						0			0	0
Averages			\$63.08		789	5.4	5.4	18.2		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/24/2010	31	\$146.70	206	1,075	6.0	5.9	24.2		0.0	0	0.0	0.0	0	0
		2	\$103.61		69	0.0	0.1			0.0	0	0.0	0.0	0	0

Tariff Description: GS1 (830)

5/31/2011 11:17:58 AM

Account: Hocking College

Acct#: 103-827-611-2

Service **5900 Us Highway 50 W**
 Addr: **Apt 6**
Albany, OH 45710

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-
9582

Contract **0**
 Capacity:

Deposit **\$0.00**
 Amount:

Average Monthly
 Bill: **\$723.05**

HPD: **53**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/3/2011	32	\$168.86	840	5,760	20.5	20.5	36.5		0.0	0	0.0	0.0	0	0
04/11	4/1/2011	28	\$59.63	840	680	9.4	9.4	10.8		0.0	0	0.0	0.0	0	0
03/11	3/4/2011	29	\$36.05	840	1,000	2.4	2.4	59.9		0.0	0	0.0	0.0	0	0
02/11	2/3/2011	29	\$38.03	840	1,200	2.2	2.2	79.8		0.0	0	0.0	0.0	0	0
01/11	1/5/2011	35	\$128.90	840	2,920	18.0	18.0	19.3		0.0	0	0.0	0.0	0	0
12/10	12/1/2010	30	\$757.02	207	6,440	22.1	22.1	40.5		0.0	0	0.0	0.0	0	0
11/10	11/1/2010	32	\$1,187.19	207	10,120	35.8	35.8	36.8		0.0	0	0.0	0.0	0	0
10/10	9/30/2010	30	\$1,064.74	207	9,240	28.6	28.6	44.8		0.0	0	0.0	0.0	0	0
09/10	8/31/2010	29	\$1,160.93	207	9,800	36.9	36.9	38.1		0.0	0	0.0	0.0	0	0
08/10	8/2/2010	32	\$1,652.36	207	13,960	52.9	52.9	34.3		0.0	0	0.0	0.0	0	0
07/10	7/1/2010	29	\$1,226.69	207	10,080	44.2	44.2	32.8		0.0	0	0.0	0.0	0	0
06/10	6/2/2010	30	\$1,196.15	207	9,080	53.0	53.0	23.8		0.0	0	0.0	0.0	0	0
Totals			\$8,676.55		80,280						0			0	0
Averages			\$723.05		6,690	27.2	27.2	38.1		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/3/2010	32	\$794.50	207	6,920	20.9	20.9	43.1		0.0	0	0.0	0.0	0	0
		0	-\$625.64		-1,160	-0.4	-0.4			0.0	0	0.0	0.0	0	0

Tariff Description: GS2 SEC (840)

5/31/2011 11:17:59 AM

Account: Hocking College

Acct#: 104-427-611-2

Service **5900 Us Highway 50 W**
 Addr: **Apt 3**
Albany, OH 45710

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-
9582

Contract **0**
 Capacity:

Deposit **\$0.00**
 Amount:

Average Monthly
 Bill: **\$9.14**
 HPD: **0**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/3/2011	32	\$9.39	830	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
04/11	4/1/2011	28	\$9.65	830	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
03/11	3/4/2011	29	\$9.65	830	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
02/11	2/3/2011	29	\$9.65	830	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
01/11	1/5/2011	35	\$9.65	830	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
12/10	12/1/2010	30	\$9.74	206	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
11/10	11/1/2010	32	\$9.74	206	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
10/10	9/30/2010	30	\$9.74	206	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
09/10	8/31/2010	29	\$9.72	206	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
08/10	8/2/2010	32	\$7.59	206	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
07/10	7/1/2010	29	\$7.59	206	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
06/10	6/2/2010	30	\$7.59	206	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
Totals			\$109.70		0						0			0	0
Averages			\$9.14		0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/3/2010	32	\$7.59	206	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
		0	\$1.80		0	0.0	0.0			0.0	0	0.0	0.0	0	0

Tariff Description: GS1 (830)

5/31/2011 11:18:00 AM

Account: Hocking College

Acct#: 104-700-210-1

Service **3301 Hocking Pkwy Apt**
 Addr: **A**
Nelsonville, OH 45764-9582

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-9582

Contract
 Capacity:

Deposit
 Amount: **\$0.00**

Average Monthly
 Bill: **\$150.09**

HPD: **7.4**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/24/2011	33	\$60.30	830	1,728	5.6	5.6	39.0		0.0	0	0.0	0.0	0	0
04/11	4/21/2011	29	\$51.91	830	1,407	5.6	5.6	36.0		0.0	0	0.0	0.0	0	0
03/11	3/23/2011	27	\$47.59	830	1,258	4.0	3.9	48.9		0.0	0	0.0	0.0	0	0
02/11	2/24/2011	28	\$54.20	830	1,477	4.8	4.7	45.9		0.0	0	0.0	0.0	0	0
01/11	1/27/2011	36	\$68.72	830	1,872	4.7	4.7	46.0		0.0	0	0.0	0.0	0	0
12/10	12/22/2010	30	\$190.58	206	1,537	4.8	4.7	44.6		0.0	0	0.0	0.0	0	0
11/10	11/22/2010	31	\$182.89	206	1,457	6.2	6.1	31.8		0.0	0	0.0	0.0	0	0
10/10	10/22/2010	29	\$181.07	206	1,438	7.0	6.9	29.7		0.0	0	0.0	0.0	0	0
09/10	9/23/2010	30	\$208.00	206	1,718	6.5	6.4	36.8		0.0	0	0.0	0.0	0	0
08/10	8/24/2010	29	\$233.43	206	1,924	6.4	6.4	43.1		0.0	0	0.0	0.0	0	0
07/10	7/26/2010	31	\$259.54	206	2,183	7.1	7.1	41.1		0.0	0	0.0	0.0	0	0
06/10	6/25/2010	32	\$262.82	206	2,172	7.4	7.4	38.1		0.0	0	0.0	0.0	0	0
Totals			\$1,801.05		20,171						0			0	0
Averages			\$150.09		1,681	5.8	5.8	40.1		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/24/2010	31	\$213.01	206	1,735	6.7	6.6	34.9		0.0	0	0.0	0.0	0	0
		2	-\$152.71		-7	-1.1	-1.0			0.0	0	0.0	0.0	0	0

Tariff Description: GS1 (830)

5/31/2011 11:18:02 AM

Account: Hocking College

Acct#: 104-724-300-0

Service **73 W Columbus St**
 Addr: **Nelsonville, OH 45764-1111**

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-9582

Contract Capacity:
 Deposit Amount: **\$0.00**

Average Monthly Bill: **\$41.44**
 HPD: 4

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/24/2011	33	\$15.18	830	196	1.3	1.3	19.0		0.0	0	0.0	0.0	0	0
04/11	4/21/2011	29	\$16.08	830	214	1.3	1.3	23.0		0.0	0	0.0	0.0	0	0
03/11	3/23/2011	27	\$19.04	830	311	2.2	2.2	21.5		0.0	0	0.0	0.0	0	0
02/11	2/24/2011	29	\$29.52	830	659	2.4	2.4	39.0		0.0	0	0.0	0.0	0	0
01/11	1/26/2011	35	\$43.82	830	1,083	4.0	4.0	32.0		0.0	0	0.0	0.0	0	0
12/10	12/22/2010	33	\$114.37	206	811	3.1	3.1	32.9		0.0	0	0.0	0.0	0	0
11/10	11/19/2010	28	\$63.17	206	414	3.6	3.5	17.3		0.0	0	0.0	0.0	0	0
10/10	10/22/2010	29	\$66.63	206	441	2.9	2.8	21.9		0.0	0	0.0	0.0	0	0
09/10	9/23/2010	30	\$39.27	206	229	2.2	2.1	14.7		0.0	0	0.0	0.0	0	0
08/10	8/24/2010	29	\$23.73	206	122	2.3	2.2	7.7		0.0	0	0.0	0.0	0	0
07/10	7/26/2010	31	\$34.17	206	201	1.6	1.5	16.9		0.0	0	0.0	0.0	0	0
06/10	6/25/2010	32	\$32.27	207	103	2.5	2.5	5.3		0.0	0	0.0	0.0	0	0
Totals			\$497.25		4,784						0			0	0
Averages			\$41.44		399	2.5	2.4	20.9		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/24/2010	31	\$37.39	207	184	1.7	1.7	14.5		0.0	0	0.0	0.0	0	0
		2	-\$22.21		12	-0.4	-0.4			0.0	0	0.0	0.0	0	0

Tariff Description: GS1 (830)

Account: Hocking College

Acct#: 105-300-210-1

Service **3301 Hocking Pkwy Bldg**
 Addr: **L**
Nelsonville, OH 45764-
9582

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-
9582

Contract
 Capacity: **0**

Deposit
 Amount: **\$0.00**

Average Monthly
 Bill: **\$1,847.78**

HPD: **83.6**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/25/2011	34	\$794.80	850	30,240	83.5	83.5	44.4	83.5	0.0	19,920	0.0	0.0	0	0
04/11	4/21/2011	29	\$695.23	850	23,760	72.7	72.7	47.0	84.8	0.0	14,880	0.0	0.0	0	0
03/11	3/23/2011	27	\$620.47	850	20,200	63.1	63.1	49.4	86.3	0.0	11,840	0.0	0.0	0	0
02/11	2/24/2011	28	\$652.66	850	22,920	63.2	63.2	53.9	86.9	0.0	13,080	0.0	0.0	0	0
01/11	1/27/2011	36	\$734.37	850	28,640	56.5	56.5	58.7	86.0	0.0	17,000	0.0	0.0	0	0
12/10	12/22/2010	30	\$2,146.64	240	22,040	59.1	59.1	51.8	84.4	0.0	14,000	0.0	0.0	0	0
11/10	11/22/2010	31	\$2,552.19	240	24,680	76.8	76.8	43.2	86.9	0.0	14,040	0.0	0.0	0	0
10/10	10/22/2010	29	\$2,814.59	240	27,880	83.6	83.6	47.9	86.7	0.0	16,000	0.0	0.0	0	0
09/10	9/23/2010	30	\$2,664.39	240	28,280	72.8	72.8	54.0	83.6	0.0	18,560	0.0	0.0	0	0
08/10	8/24/2010	29	\$2,612.24	240	27,760	71.3	71.3	55.9	82.0	0.0	19,400	0.0	0.0	0	0
07/10	7/26/2010	31	\$2,766.59	240	30,440	72.7	72.7	56.3	82.3	0.0	21,040	0.0	0.0	0	0
06/10	6/25/2010	32	\$3,119.19	240	33,720	81.4	81.4	53.9	84.7	0.0	21,120	0.0	0.0	0	0
Totals			\$22,173.36		320,560						200,880			0	0
Averages			\$1,847.78		26,713	71.4	71.4	51.4	84.7	0.0	16,740	0.0	0.0	0	0
Differences from a year ago															
05/10	5/24/2010	31	\$2,499.40	240	26,680	69.2	69.2	51.8	84.8	0.0	16,680	0.0	0.0	0	0
		3	-\$1,704.60		3,560	14.3	14.3			0.0	3,240	0.0	0.0	0	0

Tariff Description: GS3 SEC (850)

5/31/2011 11:18:03 AM

Account: Hocking College

Acct#: 105-304-461-0

Service **15525 Wolfe Bennett Rd**
 Addr: **Nelsonville, OH 45764-9004**

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-9582

Contract
 Capacity:

Deposit
 Amount: **\$0.00**

Average Monthly
 Bill: **\$88.02**
 HPD: **7.9**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/18/2011	33	\$27.22	830	605	3.2	3.2	23.8		0.0	0	0.0	0.0	0	0
04/11	4/15/2011	28	\$25.30	830	521	1.4	1.3	56.0		0.0	0	0.0	0.0	0	0
03/11	3/18/2011	29	\$28.62	830	629	1.6	1.5	58.2		0.0	0	0.0	0.0	0	0
02/11	2/17/2011	29	\$37.40	830	920	3.8	3.7	34.8		0.0	0	0.0	0.0	0	0
01/11	1/19/2011	35	\$39.74	830	953	3.3	3.2	34.5		0.0	0	0.0	0.0	0	0
12/10	12/15/2010	30	\$104.97	206	738	5.7	5.6	18.1		0.0	0	0.0	0.0	0	0
11/10	11/15/2010	32	\$69.86	206	466	2.1	2.0	29.1		0.0	0	0.0	0.0	0	0
11/10	10/14/2010	29	\$95.67	206	666	2.1	2.0	45.9		0.0	0	0.0	0.0	0	0
09/10	9/15/2010	30	\$107.38	206	757	8.0	7.9	13.2		0.0	0	0.0	0.0	0	0
08/10	8/16/2010	27	\$186.64	206	1,462	5.7	5.7	39.6		0.0	0	0.0	0.0	0	0
07/10	7/20/2010	34	\$251.67	206	2,054	5.4	5.4	46.5		0.0	0	0.0	0.0	0	0
06/10	6/16/2010	30	\$81.72	206	552	2.7	2.7	28.4		0.0	0	0.0	0.0	0	0
Totals			\$1,056.19		10,323						0			0	0
Averages			\$88.02		860	3.7	3.7	35.7		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/17/2010	28	\$72.45	206	493	2.7	2.7	27.2		0.0	0	0.0	0.0	0	0
		5	-\$45.23		112	0.5	0.5			0.0	0	0.0	0.0	0	0

Tariff Description: GS1 (830)

5/31/2011 11:18:03 AM

Account: Hocking College

Acct#: 105-337-611-2

Service **5151 Alton St**
 Addr: **Albany, OH 45710-8945**

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-9582

Contract
 Capacity: **0**

Deposit
 Amount: **\$0.00**

Average Monthly
 Bill: **\$162.06**

HPD: **9.4**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/3/2011	32	\$82.03	830	2,473	8.9	8.9	36.0		0.0	0	0.0	0.0	0	0
04/11	4/1/2011	28	\$66.96	830	1,908	9.2	9.1	31.0		0.0	0	0.0	0.0	0	0
03/11	3/4/2011	29	\$76.91	830	2,234	9.4	9.4	34.1		0.0	0	0.0	0.0	0	0
02/11	2/3/2011	29	\$76.48	830	2,219	9.2	9.2	34.7		0.0	0	0.0	0.0	0	0
01/11	1/5/2011	35	\$74.38	830	2,052	7.9	7.9	30.8		0.0	0	0.0	0.0	0	0
12/10	12/1/2010	30	\$233.26	206	1,979	7.5	7.4	36.8		0.0	0	0.0	0.0	0	0
11/10	11/1/2010	32	\$238.84	206	2,037	7.0	6.9	38.0		0.0	0	0.0	0.0	0	0
10/10	9/30/2010	30	\$204.43	207	1,613	6.5	6.5	34.5		0.0	0	0.0	0.0	0	0
09/10	8/31/2010	29	\$226.66	207	1,778	7.7	7.7	33.0		0.0	0	0.0	0.0	0	0
08/10	8/2/2010	32	\$261.34	207	2,108	8.4	8.4	32.7		0.0	0	0.0	0.0	0	0
07/10	7/1/2010	29	\$182.54	207	1,443	5.8	5.8	35.6		0.0	0	0.0	0.0	0	0
06/10	6/2/2010	30	\$220.86	207	1,692	7.7	7.7	30.4		0.0	0	0.0	0.0	0	0
Totals			\$1,944.69		23,536						0			0	0
Averages			\$162.06		1,961	7.9	7.9	34.0		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/3/2010	32	\$234.92	207	1,978	5.9	5.9	43.4		0.0	0	0.0	0.0	0	0
		0	-\$152.89		495	3.0	3.0			0.0	0	0.0	0.0	0	0

Tariff Description: GS1 (830)

5/31/2011 11:18:03 AM

Account: Lang Hall

Acct#: 105-610-210-1

Service **3301 Hocking Pkwy Apt**
 Addr: **H**
Nelsonville, OH 45764-
9582

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-
9582

Contract **0**
 Capacity:

Deposit **\$0.00**
 Amount:

Average Monthly **\$4,895.62**
 Bill:

HPD: **276**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/25/2011	34	\$1,464.04	850	62,400	140.8	165.6	54.3		0.0	0	0.0	0.0	0	0
04/11	4/21/2011	29	\$1,798.54	850	66,000	236.4	236.4	40.1		0.0	0	0.0	0.0	0	0
03/11	3/23/2011	27	\$1,681.14	850	70,800	188.0	188.0	58.1		0.0	0	0.0	0.0	0	0
02/11	2/24/2011	28	\$2,407.95	850	112,400	252.0	252.0	66.4		0.0	0	0.0	0.0	0	0
01/11	1/27/2011	36	\$3,466.53	850	174,400	276.0	276.0	73.1		0.0	0	0.0	0.0	0	0
12/10	12/22/2010	30	\$9,550.80	240	112,000	252.0	252.0	61.7		0.0	0	0.0	0.0	0	0
11/10	11/22/2010	31	\$6,762.56	240	79,200	176.0	176.0	60.5		0.0	0	0.0	0.0	0	0
10/10	10/22/2010	29	\$5,067.67	240	52,400	136.0	151.2	55.4		0.0	0	0.0	0.0	0	0
09/10	9/23/2010	30	\$5,617.48	240	59,600	164.0	164.0	50.5		0.0	0	0.0	0.0	0	0
08/10	8/24/2010	29	\$6,659.52	240	79,600	168.0	168.0	68.1		0.0	0	0.0	0.0	0	0
07/10	7/26/2010	31	\$7,337.39	240	90,800	176.0	176.0	69.3		0.0	0	0.0	0.0	0	0
06/10	6/25/2010	32	\$6,933.84	240	78,800	180.0	180.0	57.0		0.0	0	0.0	0.0	0	0
Totals			\$58,747.46		1,038,400						0			0	0
Averages			\$4,895.62		86,533	195.4	198.8	59.5		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/24/2010	31	\$4,850.02	240	49,200	112.0	151.2	59.0		0.0	0	0.0	0.0	0	0
		3	-\$3,385.98		13,200	28.8	14.4			0.0	0	0.0	0.0	0	0

Tariff Description: GS3 SEC (850)

5/31/2011 11:18:04 AM

Account: Hocking College

Acct#: 106-210-210-1

Service **3301 Hocking Pkwy Apt**
 Addr: **E**
Nelsonville, OH 45764-
9582

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-
9582

Contract **0**
 Capacity:

Deposit **\$0.00**
 Amount:

Average Monthly **\$768.06**
 Bill:

HPD: **51.6**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/25/2011	34	\$350.48	840	12,480	44.4	44.4	34.4		0.0	0	0.0	0.0	0	0
04/11	4/21/2011	29	\$257.99	840	9,720	28.8	28.8	48.5		0.0	0	0.0	0.0	0	0
03/11	3/23/2011	27	\$355.51	840	11,160	48.0	48.0	35.9		0.0	0	0.0	0.0	0	0
02/11	2/24/2011	28	\$373.16	840	12,120	49.2	49.2	36.7		0.0	0	0.0	0.0	0	0
01/11	1/27/2011	36	\$337.86	840	11,520	38.4	38.4	34.7		0.0	0	0.0	0.0	0	0
12/10	12/22/2010	30	\$1,498.12	207	12,480	51.6	51.6	33.6		0.0	0	0.0	0.0	0	0
11/10	11/22/2010	31	\$1,402.98	207	12,000	42.0	42.0	38.4		0.0	0	0.0	0.0	0	0
10/10	10/22/2010	29	\$1,083.90	207	9,120	34.8	34.8	37.7		0.0	0	0.0	0.0	0	0
09/10	9/23/2010	30	\$806.34	207	6,360	33.6	33.6	26.3		0.0	0	0.0	0.0	0	0
08/10	8/24/2010	29	\$758.89	207	6,240	26.4	26.4	34.0		0.0	0	0.0	0.0	0	0
07/10	7/26/2010	31	\$764.62	207	6,360	25.2	25.2	33.9		0.0	0	0.0	0.0	0	0
06/10	6/25/2010	32	\$1,226.83	207	10,200	37.2	37.2	35.7		0.0	0	0.0	0.0	0	0
Totals			\$9,216.68		119,760						0			0	0
Averages			\$768.06		9,980	38.3	38.3	35.8		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/24/2010	31	\$1,317.84	207	11,040	44.4	44.4	33.4		0.0	0	0.0	0.0	0	0
		3	-\$967.36		1,440	0.0	0.0			0.0	0	0.0	0.0	0	0

Tariff Description: GS2 SEC (840)

5/31/2011 11:18:06 AM

Account: Hocking College

Acct#: 106-927-611-2

Service **5900 Us Highway 50 W**
 Addr: **Apt 7**
Albany, OH 45710

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-
9582

Contract **0**
 Capacity:

Deposit **\$0.00**
 Amount:

Average Monthly **\$302.65**
 Bill:
 HPD: 45

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/3/2011	32	\$41.74	840	1,080	3.8	3.8	37.4		0.0	0	0.0	0.0	0	0
04/11	4/1/2011	28	\$16.08	840	80	0.6	0.6	21.3		0.0	0	0.0	0.0	0	0
03/11	3/4/2011	29	\$12.58	840	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
02/11	2/3/2011	29	\$16.34	840	40	1.7	1.7	3.4		0.0	0	0.0	0.0	0	0
01/11	1/5/2011	35	\$12.58	840	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
12/10	12/1/2010	30	\$68.20	207	360	4.0	4.0	12.6		0.0	0	0.0	0.0	0	0
11/10	11/1/2010	32	\$422.65	207	3,440	14.2	14.2	31.6		0.0	0	0.0	0.0	0	0
10/10	9/30/2010	30	\$566.56	207	4,360	24.9	24.9	24.3		0.0	0	0.0	0.0	0	0
09/10	8/31/2010	29	\$536.66	207	4,200	22.1	22.1	27.3		0.0	0	0.0	0.0	0	0
08/10	8/2/2010	32	\$944.46	207	7,360	41.3	41.3	23.2		0.0	0	0.0	0.0	0	0
07/10	7/1/2010	29	\$432.98	207	3,400	17.2	17.2	28.5		0.0	0	0.0	0.0	0	0
06/10	6/2/2010	30	\$561.01	207	3,160	45.0	45.0	9.8		0.0	0	0.0	0.0	0	0
Totals			\$3,631.84		27,480						0			0	0
Averages			\$302.65		2,290	14.6	14.6	18.3		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/3/2010	32	\$157.95	207	1,240	5.0	5.0	32.3		0.0	0	0.0	0.0	0	0
		0	-\$116.21		-160	-1.2	-1.2			0.0	0	0.0	0.0	0	0

Tariff Description: GS2 SEC (840)

5/31/2011 11:18:06 AM

Account: Hocking College

Acct#: 102-219-777-0

Service **18 Public Sq**
 Addr: **Nelsonville, OH 45764-**
1133

Mail Addr: **PO BOX 397**
NELSONVILLE , OH 45764-
0397

Contract
 Capacity:

Deposit **\$1,530.00**
 Amount:

Average Monthly **\$1,117.98**
 Bill:
 HPD: 48.6

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/25/2011	34	\$1,216.83	207	10,033	43.6	43.6	28.2		0.0	0	0.0	0.0	0	0
04/11	4/21/2011	29	\$840.20	207	6,648	33.9	33.9	28.2		0.0	0	0.0	0.0	0	0
03/11	3/23/2011	27	\$784.99	207	6,170	34.4	34.4	27.6		0.0	0	0.0	0.0	0	0
02/11	2/24/2011	29	\$762.80	207	6,430	24.9	24.9	37.1		0.0	0	0.0	0.0	0	0
01/11	1/26/2011	30	\$747.83	207	6,091	26.8	26.8	31.5		0.0	0	0.0	0.0	0	0
12/10	12/27/2010	38	\$962.51	207	8,205	28.5	28.5	31.6		0.0	0	0.0	0.0	0	0
11/10	11/19/2010	25	\$748.21	207	6,015	28.7	28.7	34.9		0.0	0	0.0	0.0	0	0
10/10	10/25/2010	32	\$1,146.03	207	9,076	48.1	48.1	24.6		0.0	0	0.0	0.0	0	0
09/10	9/23/2010	30	\$1,318.20	207	10,989	45.0	45.0	33.9		0.0	0	0.0	0.0	0	0
08/10	8/24/2010	29	\$1,624.42	207	13,897	48.6	48.6	41.1		0.0	0	0.0	0.0	0	0
07/10	7/26/2010	31	\$1,638.64	207	14,062	48.2	48.2	39.2		0.0	0	0.0	0.0	0	0
06/10	6/25/2010	32	\$1,625.14	207	13,728	45.8	45.8	39.0		0.0	0	0.0	0.0	0	0
Totals			\$13,415.80		111,344						0			0	0
Averages			\$1,117.98		9,279	38.0	38.0	33.1		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/24/2010	31	\$1,206.89	207	9,786	46.6	46.6	28.2		0.0	0	0.0	0.0	0	0
		3	\$9.94		247	-3.1	-3.0			0.0	0	0.0	0.0	0	0

Tariff Description: GS2 (207)

5/31/2011 11:18:23 AM

Account: Hocking College

Acct#: 105-702-430-1

Service **450 W Washington St**
 Addr: **Nelsonville, OH 45764-1166**

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE, OH 45764-9582

Contract **0**
 Capacity:

Deposit Amount: **\$0.00**

Average Monthly Bill: **\$538.92**

HPD: **47.5**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/27/2011	31	\$206.00	840	6,750	26.7	26.7	34.0		0.0	0	0.0	0.0	0	0
04/11	4/26/2011	32	\$218.38	840	6,400	29.9	29.9	27.9		0.0	0	0.0	0.0	0	0
03/11	3/25/2011	28	\$244.95	840	5,000	41.0	41.0	18.1		0.0	0	0.0	0.0	0	0
02/11	2/25/2011	29	\$298.36	840	8,450	42.8	42.8	28.4		0.0	0	0.0	0.0	0	0
02/11	1/27/2011	36	\$360.77	840	10,600	47.5	47.5	25.8		0.0	0	0.0	0.0	0	0
12/10	12/22/2010	29	\$1,238.77	207	10,050	47.5	47.5	30.4		0.0	0	0.0	0.0	0	0
11/10	11/23/2010	29	\$731.57	207	5,500	35.5	35.5	22.3		0.0	0	0.0	0.0	0	0
10/10	10/25/2010	31	\$634.37	207	5,050	24.9	24.9	27.3		0.0	0	0.0	0.0	0	0
09/10	9/24/2010	31	\$480.21	207	3,900	16.7	16.7	31.4		0.0	0	0.0	0.0	0	0
08/10	8/24/2010	28	\$620.02	207	5,250	18.2	18.2	42.9		0.0	0	0.0	0.0	0	0
07/10	7/27/2010	33	\$722.14	207	6,350	17.0	17.0	47.3		0.0	0	0.0	0.0	0	0
06/10	6/24/2010	29	\$711.50	207	6,000	19.0	19.0	45.5		0.0	0	0.0	0.0	0	0
Totals			\$6,467.04		79,300						0			0	0
Averages			\$538.92		6,608	30.5	30.6	31.8		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/26/2010	33	\$722.20	207	6,200	20.5	20.5	38.3		0.0	0	0.0	0.0	0	0
		-2	-\$516.20		550	6.3	6.2			0.0	0	0.0	0.0	0	0

Tariff Description: GS2 SEC (840)

5/31/2011 11:18:29 AM

Account: Hocking College

Acct#: 105-896-036-2

Service **16145 Us Highway 33**
 Addr: **Nelsonville, OH 45764-9596**

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-9582

Contract Capacity: **\$0.00**
 Deposit Amount: **\$0.00**

Average Monthly Bill: **\$82.03**

HPD: **0**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/24/2011	29	\$44.03	206	264	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
04/11	4/25/2011	32	\$53.79	206	335	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
03/11	3/24/2011	30	\$55.06	206	355	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
02/11	2/22/2011	27	\$81.53	206	562	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
01/11	1/26/2011	35	\$92.16	206	638	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
12/10	12/22/2010	34	\$97.21	206	678	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
11/10	11/18/2010	28	\$47.68	206	294	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
10/10	10/21/2010	28	\$48.46	206	300	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
09/10	9/23/2010	31	\$79.14	206	538	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
08/10	8/23/2010	28	\$125.47	206	891	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
07/10	7/26/2010	32	\$130.77	206	931	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
06/10	6/24/2010	34	\$129.02	206	904	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
Totals			\$984.32		6,690						0			0	0
Averages			\$82.03		558	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/21/2010	28	\$39.67	206	244	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
		1	\$4.36		20	0.0	0.0			0.0	0	0.0	0.0	0	0

Tariff Description: GS1 (206)

5/31/2011 11:18:31 AM

Account: Hocking College

Acct#: 102-660-436-1

Service **15770 State Route 691**
 Addr: **Nelsonville, OH 45764-9682**

Mail Addr: **PO BOX 397**
NELSONVILLE , OH 45764-0397

Contract
 Capacity: **0**

Deposit
 Amount: **\$3,687.00**

Average Monthly
 Bill: **\$2,967.20**

HPD: **107.6**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/24/2011	29	\$3,222.14	240	30,160	100.8	100.8	43.0		0.0	0	0.0	0.0	0	0
04/11	4/25/2011	33	\$2,864.97	240	27,360	85.8	85.8	40.2		0.0	0	0.0	0.0	0	0
03/11	3/23/2011	28	\$2,429.11	240	23,200	75.2	75.2	45.9		0.0	0	0.0	0.0	0	0
02/11	2/23/2011	28	\$2,286.78	240	21,920	70.0	70.0	46.6		0.0	0	0.0	0.0	0	0
01/11	1/26/2011	36	\$2,427.16	240	25,880	55.9	64.6	53.6		0.0	0	0.0	0.0	0	0
12/10	12/21/2010	33	\$2,642.97	240	24,040	84.6	84.6	35.9		0.0	0	0.0	0.0	0	0
12/10	11/18/2010	28	\$2,429.75	240	25,440	66.6	66.6	56.8		0.0	0	0.0	0.0	0	0
10/10	10/21/2010	28	\$3,034.05	240	26,640	101.5	101.5	39.0		0.0	0	0.0	0.0	0	0
09/10	9/23/2010	31	\$3,473.69	240	33,720	107.6	107.6	42.1		0.0	0	0.0	0.0	0	0
08/10	8/23/2010	28	\$3,322.20	240	32,880	101.2	101.2	48.3		0.0	0	0.0	0.0	0	0
07/10	7/26/2010	32	\$3,621.08	240	38,840	101.4	101.4	49.9		0.0	0	0.0	0.0	0	0
06/10	6/24/2010	34	\$3,852.49	240	41,120	104.5	104.5	48.2		0.0	0	0.0	0.0	0	0
Totals			\$35,606.39		351,200						0			0	0
Averages			\$2,967.20		29,267	87.9	88.7	45.8		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/21/2010	28	\$2,980.10	240	28,080	95.9	95.9	43.6		0.0	0	0.0	0.0	0	0
		1	\$242.04		2,080	4.8	4.9			0.0	0	0.0	0.0	0	0

Tariff Description: GS3 2ND (240)

5/31/2011 11:18:44 AM

Account: Hocking College

Acct#: 106-024-318-0

Service **3301 Hocking Pkwy**
 Addr: **Nelsonville, OH 45764-9582**

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-9582

Contract
 Capacity:

Deposit
 Amount: **\$0.00**

Average Monthly
 Bill: **\$4,517.97**
 HPD: **367.5**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/25/2011	34	\$1,297.71	840	54,600	150.6	150.6	44.4		0.0	0	0.0	0.0	0	0
04/11	4/21/2011	29	\$1,805.49	840	66,300	234.6	234.6	40.6		0.0	0	0.0	0.0	0	0
03/11	3/23/2011	27	\$1,724.92	840	71,400	196.2	196.2	56.2		0.0	0	0.0	0.0	0	0
02/11	2/24/2011	28	\$2,371.85	840	101,100	262.5	262.5	57.3		0.0	0	0.0	0.0	0	0
01/11	1/27/2011	36	\$3,266.54	840	146,400	289.8	289.8	58.5		0.0	0	0.0	0.0	0	0
12/10	12/22/2010	30	\$11,768.46	207	101,400	367.5	367.5	38.3		0.0	0	0.0	0.0	0	0
11/10	11/22/2010	31	\$7,001.60	207	63,300	156.0	158.7	54.5		0.0	0	0.0	0.0	0	0
10/10	10/22/2010	29	\$5,359.59	207	46,500	131.1	158.7	51.0		0.0	0	0.0	0.0	0	0
09/10	9/23/2010	30	\$4,361.39	207	36,300	98.1	158.7	51.4		0.0	0	0.0	0.0	0	0
08/10	8/24/2010	29	\$4,578.71	207	38,400	137.1	158.7	40.2		0.0	0	0.0	0.0	0	0
07/10	7/26/2010	31	\$4,872.11	207	41,400	144.3	158.7	38.6		0.0	0	0.0	0.0	0	0
06/10	6/25/2010	32	\$5,807.30	207	49,800	133.5	158.7	48.6		0.0	0	0.0	0.0	0	0
Totals			\$54,215.67		816,900						0			0	0
Averages			\$4,517.97		68,075	191.8	204.5	48.3		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/24/2010	31	\$5,495.34	207	48,000	123.6	158.7	52.2		0.0	0	0.0	0.0	0	0
		3	-\$4,197.63		6,600	27.0	-8.1			0.0	0	0.0	0.0	0	0

Tariff Description: GS2 SEC (840)

Account: Hocking College

Acct#: 105-641-879-0

Service **3301 Hocking Pkwy**
 Addr: **Nelsonville, OH 45764-9582**

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-9582

Contract
 Capacity:

Deposit
 Amount: **\$0.00**

Average Monthly
 Bill: **\$5,520.75**

HPD: **384.9**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/25/2011	34	\$1,558.59	840	72,600	159.0	159.0	56.0		0.0	0	0.0	0.0	0	0
04/11	4/21/2011	29	\$2,029.12	840	76,800	257.1	257.1	42.9		0.0	0	0.0	0.0	0	0
03/11	3/23/2011	27	\$2,007.15	840	82,800	230.1	230.1	55.5		0.0	0	0.0	0.0	0	0
02/11	2/24/2011	28	\$2,891.60	840	120,600	329.7	329.7	54.4		0.0	0	0.0	0.0	0	0
01/11	1/27/2011	36	\$3,799.35	840	167,700	347.1	347.1	55.9		0.0	0	0.0	0.0	0	0
12/10	12/22/2010	30	\$13,761.27	207	120,900	384.9	384.9	43.6		0.0	0	0.0	0.0	0	0
11/10	11/22/2010	31	\$8,839.45	207	81,000	180.3	180.3	60.4		0.0	0	0.0	0.0	0	0
10/10	10/22/2010	29	\$6,524.93	207	57,600	148.5	174.8	55.7		0.0	0	0.0	0.0	0	0
09/10	9/23/2010	30	\$5,379.96	207	45,900	132.3	174.8	48.2		0.0	0	0.0	0.0	0	0
08/10	8/24/2010	29	\$5,833.82	207	50,400	118.2	174.8	61.3		0.0	0	0.0	0.0	0	0
07/10	7/26/2010	31	\$6,626.06	207	58,500	139.8	174.8	56.2		0.0	0	0.0	0.0	0	0
06/10	6/25/2010	32	\$6,997.66	207	60,900	145.5	174.8	54.5		0.0	0	0.0	0.0	0	0
Totals			\$66,248.96		995,700						0			0	0
Averages			\$5,520.75		82,975	214.4	230.2	53.7		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/24/2010	31	\$6,800.56	207	60,600	153.6	174.8	53.0		0.0	0	0.0	0.0	0	0
		3	-\$5,241.97		12,000	5.4	-15.8			0.0	0	0.0	0.0	0	0

Tariff Description: GS2 SEC (840)

5/31/2011 11:18:54 AM

Account: Hocking College

Acct#: 070-354-245-1

Service **30260 Industrial Park**
 Addr: **Dr**
Logan, OH 43138-9679

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-
9582

Contract
 Capacity:

Deposit
 Amount: **\$0.00**

Average Monthly
 Bill: **\$180.92**
 HPD: **11.8**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/16/2011	31	\$179.19	215	1,436	10.7	10.7	18.0		0.0	0	0.0	0.0	0	0
04/11	4/15/2011	30	\$201.41	215	1,686	11.3	11.3	20.7		0.0	0	0.0	0.0	0	0
03/11	3/16/2011	29	\$255.36	215	2,361	11.8	11.8	28.7		0.0	0	0.0	0.0	0	0
02/11	2/15/2011	29	\$202.67	215	1,728	10.8	10.8	23.0		0.0	0	0.0	0.0	0	0
01/11	1/17/2011	34	\$205.21	215	1,947	10.6	10.6	22.6		0.0	0	0.0	0.0	0	0
12/10	12/14/2010	33	\$213.69	215	2,079	10.9	10.9	24.0		0.0	0	0.0	0.0	0	0
11/10	11/11/2010	29	\$167.77	215	1,473	9.9	9.9	21.4		0.0	0	0.0	0.0	0	0
10/10	10/13/2010	29	\$140.42	215	1,142	8.8	8.8	18.6		0.0	0	0.0	0.0	0	0
09/10	9/14/2010	32	\$135.58	215	1,136	7.7	7.7	19.2		0.0	0	0.0	0.0	0	0
08/10	8/13/2010	29	\$90.13	215	448	8.3	8.3	7.7		0.0	0	0.0	0.0	0	0
08/10	7/15/2010	30	\$191.39	215	1,908	8.3	8.3	31.8		0.0	0	0.0	0.0	0	0
06/10	6/15/2010	32	\$188.17	215	1,594	11.6	11.6	18.0		0.0	0	0.0	0.0	0	0
Totals			\$2,170.99		18,938						0			0	0
Averages			\$180.92		1,578	10.1	10.1	21.1		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/14/2010	28	\$178.54	215	1,595	10.3	10.3	23.0		0.0	0	0.0	0.0	0	0
		3	\$0.65		-159	0.4	0.4			0.0	0	0.0	0.0	0	0

Tariff Description: GS2 SEC (215)

5/31/2011 11:18:56 AM

Account: Hocking College

Acct#: 079-499-526-0

Service **30256 Industrial Park**
 Addr: **Dr**
Logan, OH 43138-9679

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-
9582

Contract
 Capacity:

Deposit
 Amount: **\$0.00**

Average Monthly
 Bill: **\$280.58**
 HPD: **19.8**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/16/2011	31	\$240.95	215	1,806	19.1	19.1	12.7		0.0	0	0.0	0.0	0	0
04/11	4/15/2011	30	\$340.28	215	3,130	18.3	18.3	23.7		0.0	0	0.0	0.0	0	0
03/11	3/16/2011	29	\$330.84	215	2,976	18.9	18.9	22.6		0.0	0	0.0	0.0	0	0
02/11	2/15/2011	29	\$293.10	215	2,495	18.7	18.7	19.2		0.0	0	0.0	0.0	0	0
01/11	1/17/2011	34	\$287.59	215	2,733	17.5	17.5	19.2		0.0	0	0.0	0.0	0	0
12/10	12/14/2010	33	\$315.05	215	3,037	19.8	19.8	19.3		0.0	0	0.0	0.0	0	0
11/10	11/11/2010	29	\$218.74	215	2,262	9.0	9.0	36.1		0.0	0	0.0	0.0	0	0
10/10	10/13/2010	29	\$198.00	215	1,984	8.6	8.6	33.0		0.0	0	0.0	0.0	0	0
09/10	9/14/2010	32	\$267.09	215	2,994	8.5	8.5	45.9		0.0	0	0.0	0.0	0	0
08/10	8/13/2010	29	\$383.80	215	4,447	12.7	12.7	50.3		0.0	0	0.0	0.0	0	0
07/10	7/15/2010	30	\$197.82	215	1,938	9.4	9.4	28.5		0.0	0	0.0	0.0	0	0
06/10	6/15/2010	32	\$293.71	215	3,029	12.7	12.7	31.0		0.0	0	0.0	0.0	0	0
Totals			\$3,366.97		32,831						0			0	0
Averages			\$280.58		2,736	14.4	14.4	28.5		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/14/2010	28	\$186.54	215	1,819	8.6	8.6	31.5		0.0	0	0.0	0.0	0	0
		3	\$54.41		-13	10.5	10.5			0.0	0	0.0	0.0	0	0

Tariff Description: GS2 SEC (215)

5/31/2011 11:18:57 AM

Error: There are no billing history records for this account.

Account: Hocking College

Acct#: 100-995-330-5

Service Addr:
 , OH

Mail Addr: **3301 HOCKING PKWY
 NELSONVILLE , OH 45764-9582**

Contract Capacity:

Deposit Amount: **\$0.00**

Average Monthly Bill: **\$280.58**

HPD: **0**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
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Tariff Description: GS2 SEC (215)

5/31/2011 11:18:58 AM

Account: Hocking College

Acct#: 106-987-660-0

Service **200 Robbins Rd**
 Addr: **Nelsonville, OH**
45764

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-
9582

Contract
 Capacity:

Deposit
 Amount: **\$0.00**

Average Monthly
 Bill: **\$23.69**

HPD: **0**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/25/2011	34	\$10.25	830	29	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
04/11	4/21/2011	29	\$12.47	830	94	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
03/11	3/23/2011	27	\$12.69	830	101	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
02/11	2/24/2011	28	\$14.82	830	171	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
01/11	1/27/2011	36	\$17.60	830	252	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
12/10	12/22/2010	30	\$37.22	206	213	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
11/10	11/22/2010	31	\$36.07	206	204	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
10/10	10/22/2010	29	\$32.57	206	177	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
09/10	9/23/2010	30	\$30.76	206	163	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
08/10	8/24/2010	29	\$26.67	206	144	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
07/10	7/26/2010	31	\$26.25	206	141	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
06/10	6/25/2010	32	\$26.96	206	144	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
Totals			\$284.33		1,833						0			0	0
Averages			\$23.69		153	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/24/2010	31	\$27.72	206	153	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
		3	-\$17.47		-124	0.0	0.0			0.0	0	0.0	0.0	0	0

Tariff Description: GS1 (830)

5/31/2011 11:19:10 AM

Account: Hocking College

Acct#: 078-158-293-0

Service **30140 Iles Rd**
 Addr: **Logan, OH 43138-8792**

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-9582

Contract Capacity: **50**

Deposit Amount: **\$0.00**

Average Monthly Bill: **\$576.39**

HPD: **32.8**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/16/2011	31	\$546.15	215	5,280	28.8	28.8	24.6		0.0	0	0.0	0.0	0	0
04/11	4/15/2011	30	\$673.23	215	6,880	29.6	29.6	32.3		0.0	0	0.0	0.0	0	0
03/11	3/16/2011	29	\$875.96	215	9,520	29.6	29.6	46.2		0.0	0	0.0	0.0	0	0
02/11	2/15/2011	29	\$1,017.70	215	11,200	32.8	32.8	49.1		0.0	0	0.0	0.0	0	0
01/11	1/17/2011	34	\$1,135.26	215	14,000	32.8	32.8	52.3		0.0	0	0.0	0.0	0	0
12/10	12/14/2010	33	\$864.98	215	10,320	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
11/10	11/11/2010	29	(\$156.81)	215	-4,640	23.2	23.2	-28.7		0.0	0	0.0	0.0	0	0
10/10	10/13/2010	29	\$387.87	215	4,320	15.9	15.9	39.0	99.7	0.0	320	13.4	15.9	0	0
09/10	9/14/2010	32	\$355.03	215	4,000	13.2	13.2	39.5	99.3	0.0	480	13.0	13.2	0	0
08/10	8/13/2010	29	\$357.05	215	3,840	16.5	16.5	33.5	98.3	0.0	720	14.8	16.5	0	0
07/10	7/15/2010	30	\$332.42	215	3,600	14.8	13.5	33.8	97.6	0.0	800	14.8	13.5	0	0
06/10	6/15/2010	32	\$527.86	215	5,840	21.9	20.2	34.7	98.9	0.0	880	21.9	20.2	0	0
Totals			\$6,916.70		74,160						3,200			0	0
Averages			\$576.39		6,180	21.6	21.3	29.7	99.9	0.0	267	6.5	6.6	0	0
Differences from a year ago															
05/10	5/14/2010	28	\$503.94	215	5,600	24.2	20.8	34.4	99.2	0.0	720	24.2	20.8	0	0
		3	\$42.21		-320	4.6	8.0			0.0	-720	-24.2	-20.8	0	0

Tariff Description: GS2 SEC (215)

5/31/2011 11:19:11 AM

Account: Hocking College

Acct#: 109-530-476-0

Service **3301 Hocking Pkwy**
 Addr: **Nelsonville, OH 45764-9582**

Mail Addr: **3301 HOCKING PKWY**
NELSONVILLE , OH 45764-9582

Contract
 Capacity:

Deposit
 Amount: **\$0.00**

Average Monthly
 Bill: **\$27.59**
 HPD: **37.2**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/25/2011	34	\$198.35	207	681	65.5	65.5	1.3		0.0	0	0.0	0.0	0	0
04/11	4/21/2011	29	\$12.58	207	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
03/11	3/23/2011	27	\$12.58	207	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
02/11	2/24/2011	28	\$12.58	207	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
01/11	1/27/2011	31	\$12.58	207	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
12/10	12/27/2010	35	\$12.67	207	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
11/10	11/22/2010	31	\$12.67	207	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
10/10	10/22/2010	29	\$12.67	207	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
09/10	9/23/2010	30	\$12.65	207	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
08/10	8/24/2010	29	\$10.65	207	1	0.0	0.0	23.9		0.0	0	0.0	0.0	0	0
07/10	7/26/2010	31	\$10.57	207	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
06/10	6/25/2010	32	\$10.57	207	0	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
Totals			\$331.12		682						0			0	0
Averages			\$27.59		57	5.5	5.5	2.1		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/24/2010	14	\$109.01	207	469	37.2	37.2	3.8		0.0	0	0.0	0.0	0	0
		20	\$89.34		212	28.3	28.3			0.0	0	0.0	0.0	0	0

Tariff Description: GS2 (207)

5/31/2011 11:19:12 AM

Account: Hocking College

Acct#: 103-963-036-0

Service **681 Hocking Pkwy**
 Addr: **Nelsonville, OH**
45764

Mail Addr: **3301 HOCKING PKWY FISCAL**
OFF
NELSONVILLE , OH 45764-9582

Contract
 Capacity:

Deposit
 Amount: **\$0.00**

Average Monthly
 Bill: **\$12.56**

HPD: **0**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/24/2011	29	\$12.95	214	65	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
04/11	4/25/2011	32	\$13.14	214	65	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
03/11	3/24/2011	29	\$12.89	214	65	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
02/11	2/23/2011	29	\$12.89	214	65	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
01/11	1/25/2011	35	\$12.98	214	65	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
12/10	12/21/2010	33	\$13.05	214	65	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
11/10	11/18/2010	29	\$13.05	214	65	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
10/10	10/20/2010	29	\$13.05	214	65	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
09/10	9/21/2010	32	\$13.04	214	65	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
08/10	8/20/2010	29	\$11.17	214	65	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
07/10	7/22/2010	30	\$11.17	214	65	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
06/10	6/22/2010	32	\$11.30	214	65	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
Totals			\$150.68		780						0			0	0
Averages			\$12.56		65	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
Differences from a year ago															
05/10	5/21/2010	29	\$11.12	214	65	0.0	0.0	0.0		0.0	0	0.0	0.0	0	0
		0	\$1.83		0	0.0	0.0			0.0	0	0.0	0.0	0	0

Tariff Description: GS1UNMMSC (214)

5/31/2011 11:19:22 AM

Account: Hocking College

Acct#: 073-977-842-2

Service **30252 Industrial**
 Addr: **Park Dr**
Logan, OH 43138

Mail Addr: **3301 HOCKING PARKWAY FISCAL**
OFFICE
NELSONVILLE , OH 45764

Contract
 Capacity: Deposit
 Amount: **\$0.00**

Average Monthly
 Bill: **\$109.76**
 HPD: **6.5**

Revenue Month	Meter Read Dt	Days	Bill Amount	Tariff Code	Metered kWh	Metered Demand (KW)	Billed Demand	Load Factor	Power Factor	Metered KVAR Demand	Reactive Hours	Metered OffPK Demand	Metered OnPK Demand	Metered OffPK kWh	Metered OnPK kWh
05/11	5/16/2011	31	\$187.29	211	1,900	14.1	14.1	18.0		0.0	0	0.0	0.0	0	0
04/11	4/15/2011	30	\$135.29	211	1,325	6.6	6.5	28.0		0.0	0	0.0	0.0	0	0
04/11	3/16/2011	29	\$65.24	211	553	6.3	6.3	12.6		0.0	0	0.0	0.0	0	0
04/11	2/15/2011	14	\$51.20	211	487	6.3	6.3	22.9		0.0	0	0.0	0.0	0	0
Totals			\$439.02		4,265						0			0	0
Averages			\$109.76		1,066	8.3	8.3	20.4		0.0	0	0.0	0.0	0	0
Differences from a year ago															
04/11	2/15/2011	14	\$51.20	211	487	6.3	6.3	22.9		0.0	0	0.0	0.0	0	0
		17	\$136.09		1,413	7.8	7.8			0.0	0	0.0	0.0	0	0

Tariff Description: GS1FIXED (211)

5/31/2011 11:19:24 AM

CITY OF NELSONVILLE
DEPARTMENT OF PUBLIC SERVICE
2010-2011

METER #	197			ACCT #	METER #	288			ACCT #	METER #	919			ACCT #
ST RT 691					PAUL BUNYON FIELD					73 W COLUMBUS ST				
(outside city limit Rate applies)														
BILLING	PRESENT	GALLONS			BILLING	PRESENT	GALLONS			BILLING	PRESENT	GALLONS		
DATE	READING	USED	TOTAL\$		DATE	READING	USED	TOTAL\$		DATE	READING	USED	TOTAL\$	
Jul-10	567900	5200	\$ 102.95		Jul-10	680700	34500	\$ 216.33		Jul-10	269300	0	\$ 20.55	
Aug-10	573700	5800	\$ 114.63		Aug-10	684700	40000	\$ 25.10		Aug-10	269300	0	\$ 20.55	
Sep-10	580200	6500	\$ 128.28		Sep-10	700800	16100	\$ 100.96		Sep-10	269300	0	\$ 20.55	
Oct-10	583700	3500	\$ 69.81		Oct-10	701400	600	\$ 9.42		Oct-10	269300	0	\$ 20.55	
Nov-10	588400	4700	\$ 93.20		Nov-10	702100	700	\$ 9.42		Nov-10	269300	0	\$ 20.55	
Dec-10	592300	3900	\$ 77.60		Dec-10	702600	500	\$ 9.42		Dec-10	269300	0	\$ 20.55	
Jan-11	594400	2100	\$ 42.53		Jan-11	702600	0	\$ 9.42		Jan-11	269300	0	\$ 20.55	
Feb-11	597900	3500	\$ 72.56		Feb-11	702700	100	\$ 9.89		Feb-11	269300	0	\$ 21.35	
Mar-11	603300	5400	\$ 111.05		Mar-11	702700	0	\$ 9.89		Mar-11	269300	0	\$ 21.35	
Apr-11	609500	6200	\$ 127.27		Apr-11	702700	0	\$ 9.89		Apr-11				
May-11	613900	4400	\$ 90.79		May-11	703300	600	\$ 9.89		May-11				
Jun-11	619000	5100	\$ 104.98		Jun-11	713800	10500	\$ 69.11		Jun-11				
		56300	1135.65				103600	\$488.74						0 N/A
METER #	958			ACCT #	METER #	1002			ACCT #	METER #	1019			ACCT #
77 W WASHINGTON ST					163 W WASHINGTON ST					450 W WASHINGTON ST				
BILLING	PRESENT	GALLONS			BILLING	PRESENT	GALLONS			BILLING	PRESENT	GALLONS		
DATE	READING	USED	TOTAL\$		DATE	READING	USED	TOTAL\$		DATE	READING	USED	TOTAL\$	
Jul-10					Jul-10	3779	0	\$ 20.55		Jul-10	827700	16900	\$ 220.60	
Aug-10					Aug-10	3779	0	\$ 20.55		Aug-10	828300	600	\$ 20.55	
Sep-10					Sep-10	378500	600	\$ 20.55		Sep-10	829900	1600	\$ 21.85	
Oct-10					Oct-10	378500	0	\$ 20.55		Oct-10	831100	1200	\$ 20.55	
Nov-10					Nov-10	378500	0	\$ 20.55		Nov-10	833300	2200	\$ 29.64	
Dec-10					Dec-10	378500	0	\$ 20.55		Dec-10	835200	1900	\$ 25.75	
Jan-11					Jan-11	378500	0	\$ 20.55		Jan-11	836300	1100	\$ 20.55	
Feb-11					Feb-11	378500	0	\$ 21.35		Feb-11	838300	2000	\$ 28.10	
Mar-11					Mar-11	378500	0	\$ 21.35		Mar-11	840800	2500	\$ 34.85	
Apr-11					Apr-11	378500	0	\$ 21.35		Apr-11	842300	1500	\$ 21.35	
May-11					May-11	378500	0	\$ 21.35		May-11	845200	2900	\$ 40.25	
Jun-11					Jun-11	378500	0	\$ 21.35		Jun-11	847400	2200	\$ 30.80	
Total			N/A					N/A				36600	\$ 514.84	

CITY OF NELSONVILLE
DEPARTMENT OF PUBLIC SERVICE
2010-2011

METER #	1971		ACCT #	METER #	1996		ACCT #	METER #	1997		ACCT #
				BOOKSTORE				SECURITY			
BILLING	PRESENT	GALLONS		BILLING	PRESENT	GALLONS		BILLING	PRESENT	GALLONS	
DATE	READING	USED	TOTAL\$	DATE	READING	USED	TOTAL\$	DATE	READING	USED	TOTAL\$
Jul-10	291700	100	\$ 20.55	Jul-10	737900	1200	\$20.55	Jul-10	745500	0	\$ 20.55
Aug-10	291900	200	\$ 20.55	Aug-10	738000	100	\$20.55	Aug-10	745500	0	\$ 20.55
Sep-10	292000	100	\$ 20.55	Sep-10	738600	600	\$20.55	Sep-10	752000	6500	\$ 85.50
Oct-10	294400	2400	\$ 32.24	Oct-10	739900	1300	\$20.55	Oct-10	753500	1500	\$ 20.55
Nov-10	296100	1700	\$ 23.14	Nov-10	740700	800	\$20.55	Nov-10	756300	2800	\$ 37.44
Dec-10	297500	1400	\$ 20.55	Dec-10	741300	600	\$20.55	Dec-10	757300	1000	\$ 20.55
Jan-11	297600	100	\$ 20.55	Jan-11	741600	300	\$20.55	Jan-11	758300	1000	\$ 20.55
Feb-11	269860	1000	\$ 21.35	Feb-11	742100	500	\$21.35	Feb-11	759700	1400	\$ 21.35
Mar-11	299700	1100	\$ 21.35	Mar-11	743300	1200	\$21.35	Mar-11	760900	1200	\$ 21.35
Apr-11	300500	800	\$ 21.35	Apr-11	743600	300	\$21.35	Apr-11	762600	1700	\$ 24.05
May-11	301400	900	\$ 21.35	May-11	744000	400	\$21.35	May-11	764100	1500	\$ 21.35
Jun-11	302200	800	\$ 21.35	Jun-11	744400	400	\$21.35	Jun-11	765100	1000	\$ 21.35
			N/A				N/A				N/A
METER #	1998		ACCT #	METER #	1999		ACCT #	METER #	2000		ACCT #
NATURE CENTER				ENV BLDG				AUTO			
BILLING	PRESENT	GALLONS		BILLING	PRESENT	GALLONS		BILLING	PRESENT	GALLONS	
DATE	READING	USED	TOTAL\$	DATE	READING	USED	TOTAL\$	DATE	READING	USED	TOTAL\$
Jul-10	476100	1200	\$ 20.55	Jul-10	3948500	21300	\$ 277.76	Jul-10	132700	12800	\$ 167.34
Aug-10	477300	1200	\$ 20.55	Aug-10	3958700	17400	\$ 227.09	Aug-10	146900	14200	\$ 185.52
Sep-10	478000	700	\$ 20.55	Sep-10	3967900	16800	\$ 219.30	Sep-10	147300	400	\$ 20.55
Oct-10	478600	600	\$ 20.55	Oct-10	3978100	19700	\$ 256.96	Oct-10	149100	1800	\$ 24.45
Nov-10	479700	1100	\$ 20.55	Nov-10	3992400	30400	\$ 395.96	Nov-10	150800	1700	\$ 23.14
Dec-10	481000	1300	\$ 20.55	Dec-10	4004100	24100	\$ 314.12	Dec-10	150800	0	\$ 20.55
Jan-11	481800	800	\$ 20.55	Jan-11	4012200	15900	\$ 207.61	Jan-11	150800	0	\$ 20.55
Feb-11	483200	1400	\$ 21.35	Feb-11	4024200	26400	\$ 357.50	Feb-11	150800	0	\$ 21.35
Mar-11	484200	1000	\$ 21.35	Mar-11	4039100	31200	\$ 422.30	Mar-11	150800	0	\$ 21.35
Apr-11	485000	800	\$ 21.35	Apr-11	4052800	29800	\$ 403.40	Apr-11	151100	300	\$ 21.35
May-11	486000	1000	\$ 21.35	May-11	4069800	37000	\$ 500.60	May-11	152600	1500	\$ 21.35
Jun-11	487100	1100	\$ 21.35	Jun-11	4083900	30800	\$ 416.69	Jun-11	154300	1700	\$ 24.05

CITY OF NELSONVILLE
DEPARTMENT OF PUBLIC SERVICE
2010-2011

Total		12200 N/A				300800		3999.29				N/A	
METER #	2001		ACCT #	METER #	2002		ACCT #	METER #	2003		ACCT #		
CAMPUS LINK				HEIGHTS				REC CENTER					
BILLING	PRESENT	GALLONS		BILLING	PRESENT	GALLONS		BILLING	PRESENT	GALLONS			
DATE	READING	USED	TOTAL\$	DATE	READING	USED	TOTAL\$	DATE	READING	USED	TOTAL\$		
Jul-10	257600	3100	\$ 41.33	Jul-10	2621800	56800	\$ 738.90	Jul-10	3716000	73000	\$ 949.34		
Aug-10	259000	2300	\$ 30.95	Aug-10	2662700	40900	\$ 532.36	Aug-10	3767000	51000	\$ 663.56		
Sep-10	261800	1900	\$ 25.75	Sep-10	2686900	24200	\$ 315.42	Sep-10	3813000	46000	\$ 598.61		
Oct-10	264500	2700	\$ 36.13	Oct-10	2746200	59300	\$ 771.38	Oct-10	3859000	46000	\$ 598.61		
Nov-10	268000	3500	\$ 46.53	Nov-10	2890000	143800	\$ 1,869.03	Nov-10	3927000	68000	\$ 884.39		
Dec-10	272200	4200	\$ 55.62	Dec-10	3007600	117600	\$ 1,528.69	Dec-10	3978000	51000	\$ 663.56		
Jan-11	274800	2600	\$ 34.84	Jan-11	3069400	61800	\$ 803.85	Jan-11	4037000	59000	\$ 767.48		
Feb-11	277200	2400	\$ 33.50	Feb-11	3183900	114500	\$ 1,546.85	Feb-11	4088000	51000	\$ 689.60		
Mar-11	280400	3200	\$ 44.30	Mar-11	3299900	116000	\$ 1,567.10	Mar-11	4144000	56000	\$ 757.10		
Apr-11	284700	4300	\$ 59.15	Apr-11	3387000	87100	\$ 1,176.95	Apr-11	4193000	49000	\$ 662.60		
May-11	288500	3800	\$ 52.40	May-11	3523400	136400	\$ 1,842.50	May-11	4255000	62000	\$ 838.10		
Jun-11	293300	4800	\$ 65.90	Jun-11	3595000	71600	\$ 967.70	Jun-11	4318000	63000	\$ 851.60		
		38800	526.4			1030000	13660.73			675000	\$ 8,924.55		
METER #	2004		ACCT #	METER #	2005		ACCT #	METER #	2006		ACCT #		
MAIN BLDG				TECH LAB				SEO BLDG					
BILLING	PRESENT	GALLONS		BILLING	PRESENT	GALLONS		BILLING	PRESENT	GALLONS			
DATE	READING	USED	TOTAL\$	DATE	READING	USED	TOTAL\$	DATE	READING	USED	TOTAL\$		
Jul-10	5023400	15300	\$ 199.82	Jul-10	2803400	15200	\$ 198.51	Jul-10	8734900	37000	\$ 481.70		
Aug-10	5030300	14600	\$ 190.72	Aug-10	2810400	14500	\$ 189.42	Aug-10	8775700	40800	\$ 531.06		
Sep-10	5038300	16700	\$ 217.99	Sep-10	2814700	7300	\$ 95.90	Sep-10	8824400	48700	\$ 633.67		
Oct-10	5046100	16600	\$ 216.70	Oct-10	2822400	12800	\$ 167.35	Oct-10	8864700	40300	\$ 524.57		
Nov-10	5061200	32900	\$ 428.44	Nov-10	2831000	19300	\$ 251.78	Nov-10	8927600	62900	\$ 818.14		
Dec-10	5072800	25300	\$ 329.72	Dec-10	2844700	25200	\$ 328.41	Dec-10	8977000	49400	\$ 642.77		
Jan-11	5079900	15300	\$ 199.82	Jan-11	2849700	9700	\$ 127.06	Jan-11	9001200	24200	\$ 315.42		
Feb-11	5090500	23000	\$ 311.60	Feb-11	2857800	16800	\$ 227.90	Feb-11	9051000	49800	\$ 673.40		
Mar-11	5101200	23200	\$ 314.30	Mar-11	2865700	16700	\$ 226.55	Mar-11	9099400	48400	\$ 654.50		
Apr-11	5110800	20900	\$ 283.25	Apr-11	2871700	13100	\$ 177.95	Apr-11	9144400	45000	\$ 608.60		
May-11	5121300	23000	\$ 311.60	May-11	2879700	16800	\$ 227.90	May-11	9197900	53500	\$ 723.35		
Jun-11	5131400	22200	\$ 300.80	Jun-11	2887400	15400	\$ 209.00	Jun-11	92575	59600	\$ 805.70		
Total		249000	3304.76			182800	2427.727			559600	7412.88		

CITY OF NELSONVILLE
DEPARTMENT OF PUBLIC SERVICE
2010-2011

METER #	2007		ACCT #	METER #	2008		ACCT #	METER #	2009		ACCT #
PUBLIC SAFETY				BURN BLDG				FORESTY/ROBBINS CROSSING			
BILLING	PRESENT	GALLONS		BILLING	PRESENT	GALLONS		BILLING	PRESENT	GALLONS	
DATE	READING	USED	TOTAL\$	DATE	READING	USED	TOTAL\$	DATE	READING	USED	TOTAL\$
Jul-10	1360900	6100	\$ 80.30	Jul-10	2176000	0	\$ 9.42	Jul-10	1659700	8400	\$ 52.68
Aug-10	1368000	7100	\$ 93.29	Aug-10	2176000	0	\$ 9.42	Aug-10	1668500	8800	\$ 55.19
Sep-10	1374400	6400	\$ 84.20	Sep-10	2176000	0	\$ 9.42	Sep-10	1677300	8800	\$ 55.19
Oct-10	1383700	9300	\$ 121.88	Oct-10	2157000	3000	\$ 18.83	Oct-10	1692700	15400	\$ 96.57
Nov-10	1403200	19500	\$ 254.37	Nov-10	2173000	16000	\$ 100.34	Nov-10	1701400	8700	\$ 54.56
Dec-10	1421400	18200	\$ 237.48	Dec-10	2183000	10000	\$ 62.72	Dec-10	1710600	9200	\$ 57.70
Jan-11	1428200	6800	\$ 89.40	Jan-11	2183000	0	\$ 9.42	Jan-11	1717600	7000	\$ 43.91
Feb-11	1440600	12400	\$ 168.50	Feb-11	2183000	0	\$ 9.89	Feb-11	1718600	1000	\$ 9.89
Mar-11	1460300	19700	\$ 267.05	Mar-11	2183000	0	\$ 9.89	Mar-11	1723800	5200	\$ 34.24
Apr-11	1474500	14200	\$192.80	Apr-11	2690000	152900	\$ 1,006.10	Apr-11	1727100	3300	\$ 21.73
May-11	1486100	11600	\$157.70	May-11	4800000	21100	\$ 138.86	May-11	1733500	6400	\$ 42.13
Jun-11	1495300	9200	\$125.30	Jun-11	1265000	78500	\$ 516.55	Jun-11	1745900	12400	\$ 81.61
Total		140500	1872.27			281500	1900.86			82200	523.79
METER #	2010		ACCT#	METER #	2559		ACCT #	METER #	2627		ACCT #
EARLY LEARNING CENTER				16145 US RT 33				3301 Hocking Pkwy North Dorm			
BILLING	PRESENT	GALLONS		BILLING	PRESENT	GALLONS		BILLING	PRESENT	GALLONS	
DATE	READING	USED	TOTAL\$	DATE	READING	USED	TOTAL\$	DATE	READING	USED	TOTAL\$
Jul-10	2757400	16500	\$ 215.40	Jul-10	42700	0	\$ 20.55	Jul-10	2117000	89800	\$ 1,167.57
Aug-10	2772000	14600	\$ 190.72	Aug-10	42800	100	\$ 20.55	Aug-10	2141000	24000	\$ 312.83
Sep-10	2788500	16500	\$ 215.40	Sep-10	42800	0	\$ 20.55	Sep-10	2160100	19100	\$ 249.17
Oct-10	2793100	4600	\$ 60.82	Oct-10	42900	100	\$ 20.55	Oct-10	2211100	51000	\$ 663.56
Nov-10	2800200	7100	\$ 93.29	Nov-10	43000	100	\$ 20.55	Nov-10	2341200	130100	\$ 1,691.06
Dec-10	2806500	6300	\$ 82.91	Dec-10	43100	100	\$ 20.55	Dec-10	2463500	122300	\$ 1,589.75
Jan-11	2810100	3600	\$ 47.83	Jan-11	43100	0	\$ 20.55	Jan-11	2537500	74000	\$ 962.33
Feb-11	2818200	8100	\$ 110.45	Feb-11	43200	100	\$ 21.35	Feb-11	2662300	124800	\$ 1,685.90
Mar-11	2828600	10400	\$ 141.50	Mar-11	43300	100	\$ 21.35	Mar-11	2787700	125400	\$ 1,694.00
Apr-11	2835100	6500	\$ 88.85	Apr-11	43400	100	\$ 21.35	Apr-11	2895800	108100	\$ 1,460.45
May-11	2857400	23300	\$ 302.15	May-11	43500	100	\$ 21.35	May-11	3099400	203600	\$ 2,749.70
Jun-11	2857400	0	\$ 21.35	Jun-11	43600	100	\$ 21.35	Jun-11	3199700	100300	\$ 1,355.15
Total		117500	1570.67				N/A			1172500	15581.47

CITY OF NELSONVILLE
DEPARTMENT OF PUBLIC SERVICE
2010-2011

METER #	2628	ACCT #											
3301 Hocking Pkwy		Downhour Dorm											
BILLING	PRESENT	GALLONS											
DATE	READING	USED	TOTAL\$										
Jul-10	3406200	112900	1467.64										
Aug-10	3475200	69000	\$ 897.38										
Sep-10	3544400	69200	\$ 899.97										
Oct-10	3686300	141900	\$ 1,844.35										
Nov-10	3929000	242700	\$ 3,153.73										
Dec-10	4152800	223800	\$ 2,908.23										
Jan-11	4267800	115000	\$ 1,494.92										
Feb-11	4490200	222400	\$ 3,003.50										
Mar-11	4697800	207600	\$ 2,803.70										
Apr-11	4855600	157800	\$ 2,131.40										
May-11	5022100	166500	\$ 2,248.85										
Jun-11	5172700	150600	\$ 2,034.20										
Total		1879400	24887.87										

Attachment 4 - General Conditions

Ohio Department of Administrative Services
General Services Division
State Architect's Office ▪ 4200 Surface Road ▪ Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

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ARTICLE 1 - GENERAL PROVISIONS

1.1 Application and Governing Law

1.1.1 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.

1.1.2 The parties to the Contract shall comply with Applicable Law.

1.1.3 Other rights and responsibilities of the Contractor and the Owner are set forth throughout the Contract Documents and included under different titles, articles, and paragraphs for convenience.

1.2 Conditions of the Contract

1.2.1 These General Conditions govern, take precedence over, and shall not be superseded or amended by Drawings and Specifications.

1.2.2 Nondiscrimination: The Contractor shall comply with Applicable Law regarding equal employment opportunity, including Ohio Revised Code ("O.R.C.") Section 153.59 and all Executive Orders issued by the Governor of the state of Ohio.

1.2.2.1 In the hiring of employees for the performance of the Work under any Contract or Subcontract, no Contractor or Subcontractor, or any Person acting on the Contractor's or Subcontractor's behalf, shall, by reason of race, creed, sex, disability, military status, or color, 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.

1.2.2.2 No Contractor or Subcontractor, or any Person acting on a Contractor's or Subcontractor's behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under the Contract on account of race, creed, sex, disability, military status, or color.

1.2.2.3 The Contractor shall cooperate fully with the state Equal Opportunity Coordinator, with any other official or agency of the state or federal government which seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Contract.

1.2.2.4 In the event the Contractor fails to comply with these nondiscrimination clauses, the Owner shall deduct from the amount payable to the Contractor a forfeiture of the statutory penalty pursuant to O.R.C. 153.60 for each person who is discriminated against or intimidated in violation of this subparagraph 1.2.2.

1.2.2.5 The Contract may be terminated or suspended in whole or in part by the Owner and all money to become due hereunder may be forfeited in the event of a subsequent violation of this subparagraph 1.2.2.

1.2.3 Hiring Under State Public Improvement Contracts:

1.2.3.1 Any provision of a hiring hall contract or agreement which obligates a 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, or ancestry and unless the labor organization includes in its apprentice and journey person's membership, or otherwise has available for job referral without discrimination, qualified employees, both whites and non-whites (including African-Americans).

1.2.4 Affirmative Action:

1.2.4.1 The Contractor shall comply with the state's Equal Employment Opportunity requirements described under Ohio Administrative Code Sections 123:2-3 through 123:2-9 that include, without limitation, the requirements described under this subparagraph 1.2.4.

1.2.4.2 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 Ohio Department of Administrative Services, Equal Opportunity Division ("EOD").

1.2.4.3 By the tenth day of each month, the Contractor shall submit to the EOD via the internet a completed Ohio Construction Contract Information Report – Input Form 29 (I-29) for the preceding month. The form must be submitted through the Ohio Business Gateway:
<http://business.ohio.gov/efiling/>.

1.2.5 Prevailing Wages:

1.2.5.1 The Contractor shall comply with the prevailing wage requirements described under Ohio Revised Code ("O.R.C.") Chapter 4115 that include, without limitation, the requirements described under this subparagraph 1.2.5.

1.2.5.2 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.

1.2.5.3 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.

1.2.5.4 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 Web site, <http://198.234.41.198/w3/webwh.nsf/pages/PrevailingWageBid>, to obtain the current wage rates.

1.2.6 Notice of Commencement:

1.2.6.1 The Owner shall prepare a Notice of Commencement and make it available as required under O.R.C. Section 1311.252.

1.2.6.2 Upon request, the Owner or the Contractor shall furnish the Notice of Commencement to Subcontractors and Material Suppliers, or any other member of the public.

1.2.7 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.

1.3 Written Notice

1.3.1 Notice under the Contract Documents shall be validly given if:

1.3.1.1 Delivered personally to a member of the organization for whom the notice is intended;

1.3.1.2 Delivered, or sent by registered or certified mail, to the last known business address of the organization; or

1.3.1.3 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.

1.3.2 When the Owner or the Contractor gives notice to one of the other 3, it shall also simultaneously send a copy of that notice to the others.

1.4 Contract Documents

1.4.1 Ownership:

1.4.1.1 The Owner alone owns the Contract Documents and every right, title, and interest therein from the moment of creation.

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

1.4.1.3 The submission or distribution of 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 Contract Documents. Any unauthorized use of the Contract Documents shall be at the sole risk of the entity making the unauthorized use.

1.4.2 Intent:

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

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

1.4.2.3 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.

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

1.4.2.5 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.

1.4.2.6 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.

1.4.2.7 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.

1.4.3 As-Built Documents:

1.4.3.1 The Contractor shall maintain in good order at the Site a complete copy of all Contract Documents; Shop Drawings, Product Data, Samples and similar required submittals; manufacturer operating and maintenance instructions; certificates; Warranties; Requests for Interpretation 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.

.1 Upon request, the Contractor shall furnish the Owner, without charge, an electronic copy and 2 complete sets of As-Built Documents.

1.4.3.2 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 Owner.

1.4.3.3 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.

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

1.4.4 Access to Documents:

1.4.4.1 The Contractor shall maintain, in a secure location at the Site, a set of Drawings and Specifications, approved by the Ohio Department of Commerce, Division of Industrial Compliance, and the records required by subparagraph 4.1.12.

1.4.4.2 The Contractor shall at all times permit access to the documents described in subparagraphs 1.4.3 and 1.4.4.1 to authorized representatives of the State, local authorities having jurisdiction, and the Owner.

1.5 Taxes

1.5.1 Only those materials that ultimately become a part of the completed structure or improvement which constitutes the Project shall be exempt from state sales tax and state use tax.

1.5.2 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.

1.6 Royalties and Patents

1.6.1 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.

1.6.2 If a particular invention, design, process, product, or device is specified in the Contract Documents and if, to the knowledge of the Owner, use of the specified item is subject to patent rights or copyrights calling for the payment of a license fee or royalty to others, the Owner shall disclose the existence of the rights in the Contract Documents.

1.6.2.1 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 Owner.

1.7 Assignment of Antitrust Claims

1.7.1 By signing the Performance Contract Form, the Contractor assigns, conveys and transfers to the Owner 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.

1.8 Use of Domestic Steel

1.8.1 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.

1.8.2 The Contractor, Subcontractors, and Material Suppliers shall comply with the requirements of the Department of Administrative Services' policy regarding the specification and use of domestically produced steel products, including furnishing the required certifications. This policy is available on the Department's Web site at <http://das.ohio.gov> (click on "DAS Statewide Policies" under the Hot Links menu). Scroll down and then click on Directive GS-D-07 "Required Use of Domestic Steel."

1.9 Performance Bond Reduction

1.9.1 Upon notice and consent of the Contractor's Surety, the Owner may reduce the Performance Bond by 25 percent of the total amount of the Performance Bond after at least 50 percent of the Work has been completed, and by 50 percent after at least 75 percent of the Work has been completed, if all of the following conditions are met:

1.9.1.1 The Owner determines that the percentage of Work completed at the time of determination has been satisfactorily performed and meets the terms of the Contract Documents, including a provision in regard to the time when the whole, or any specified portion, of the Work shall be completed; and

1.9.1.2 The Owner determines that no disputed claim caused by the Contractor exists or remains unresolved.

1.10 Drug Free Safety Program Participation

1.10.1 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").

1.10.2 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.

1.10.2.1 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.

1.10.2.2 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.

1.10.2.3 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.

1.10.2.4 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.

1.10.3 In addition to OBWC-approved DFSP Basic requirements, the Department requires each Contractor and Subcontractor that provides labor on the Site to perform random drug testing of 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 Contractors and Subcontractors. 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 Owner upon request.

1.11 Reserved

1.12 Offshore Services

1.12.1 If the Contractor or any of its Subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its Subcontractors perform any such services, the Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

1.12.2 The State may, at any time after the breach pursuant to subparagraph 1.12.1, terminate the Contract, upon written notice to the Contractor in accordance with paragraph 12.3. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

1.12.3 If the State determines that actual and direct damages described in subparagraph 1.12.2 are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 1 percent of the value of the Contract.

1.12.4 The State, in its sole discretion, may provide written notice to the Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

1.12.5 Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

1.12.6 The Contractor shall not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

ARTICLE 2 - THE CONTRACTOR

2.1 Construction Procedures

2.1.1 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.

2.1.1.1 If the Contract Documents give instructions that affect construction means, methods, manners, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety of them and, except

as stated below, shall be fully and solely responsible for the jobsite safety of the means, methods, manners, techniques, sequences, or procedures.

2.1.1.2 If the Contractor determines that the means, methods, manners, techniques, sequences, or procedures may not be safe, the Contractor shall give timely written notice to the Owner. The Contractor shall not proceed with that portion of the Work without further written instructions from the Owner. Any modification of the Contract shall be in accordance with Article 7.

2.1.2 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 Owner of discrepancies and conflicts before proceeding with installation or excavation.

2.1.3 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.

2.1.3.1 If the Contractor requires sleeves for the Work, the Contractor shall furnish and install the sleeves. The Contractor is responsible for the exact location and size of all holes and openings required to be formed or built for the Work.

2.1.3.2 The Contractor's patching shall match and blend with the existing or adjacent surface(s).

2.1.4 The Contractor shall comply with O.R.C. 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.

2.1.4.1 The Contractor shall give notice at least 2 business days in advance of excavation to the owners of underground utilities registered with the Ohio Underground Utility Protection Services ("OUPS" at <http://oups.org>, phone 800-362-2764), and the owners of underground utilities shown on the plans and specifications who are not registered members of OUPS. The owner of an underground utility is required within 48 hours notice to stake, mark, or otherwise designate the location of its utilities in the construction area together with its approximate depth. In the event that any underground utility owner fails to timely perform, the Contractor shall notify the Owner and contact the owner of the underground utility.

2.1.5 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.

2.1.6 The Contractor shall comply with all requirements and conditions of the National Pollutant Discharge Elimination System ("NPDES") general permit, including, but not limited to, implementing and maintaining the sedimentation and erosion control measures specified in the storm water pollution prevention plan prepared pursuant to subparagraph 2.9.4, which are related to the Work, maintaining records of its construction activities, removing materials no longer required, and taking proper action if there is a reportable quantity spill.

2.1.7 If the Project is designed and constructed under the Leadership in Environmental and Energy Design ("LEED") Rating System developed by the U.S. Green Building Council or another rigorous rating system used to facilitate achievement of sustainability goals for the Project, the Contractor shall complete all Work in accordance with the current version of the LEED Rating System for the purpose of achieving the certification goal established for the Project by the Owner.

2.2 Review of Contract Documents and Field Conditions

2.2.1 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.

2.2.2 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 Owner for an interpretation or clarification.

2.2.2.1 Before submitting any RFI to the Owner, the Contractor shall carefully review the Contract Documents to ensure that the Contract Documents do not answer the RFI.

2.2.2.2 The Owner shall respond to an RFI within 14 days of receiving the RFI, or within any other time frame as agreed upon by the parties in writing.

2.2.2.3 Any interpretation or clarification of the Contract Documents made by any Person other than the Owner, or in any manner other than writing, shall not be binding and the Contractor shall not rely upon it.

2.2.3 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 Owner in response to an RFI, the Contractor may request an adjustment to the Contract by giving written notice within 7 days of receiving the Owner’s RFI response.

2.2.4 If the Contractor does not notify the Owner per subparagraph 2.2.3, the Contractor will have accepted the RFI response without an adjustment to the Contract Sum, Guaranteed Savings, or Contract Time.

2.3 Project Team Members

2.3.1 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 Owner.

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

2.3.1.2 The Owner 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 Owner has no objection

2.4 Protection of the Project

2.4.1 The Contractor shall protect the Work from weather and maintain the Work and all materials, apparatus, and fixtures free from injury or damage until Final Acceptance, or Partial Occupancy if applicable.

2.4.1.1 The Contractor shall at all times cover or protect the Work.

2.4.1.2 The Contractor, at its expense, shall remove, and replace with new, any Work damaged as a result of Contractor’s failure to provide coverage or protection.

2.4.1.3 The Contractor, at its expense, shall repair or replace any adjacent property, including, but not limited to, roads, walks, shrubbery, plants, trees, or turf, damaged during performance of the Work.

2.4.1.4 After the date of Final Acceptance, or Partial Occupancy if applicable, the Owner is responsible for protecting and maintaining all materials, apparatus, and fixtures for the occupied portion of the Project free from injury or damage.

2.4.2 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.

2.4.3 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.

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

2.4.5 Vibration, Noise, and Dust Control

2.4.5.1 In occupied buildings, vibrations, noise and dust control shall be provided. The Contractor shall install dust barriers as required by the construction operations.

2.4.5.2 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 Owner reserves the right to limit or stop the continuation of work if proper air quality standards are not maintained.

2.4.5.3 In certain occupied buildings, tasks might be of such a nature that noise and vibration cannot be tolerated. In such spaces, work shall be scheduled for other than normal working hours. The Contractor is cautioned that weekend or overtime work, if required, shall be performed at no additional cost. Permission to work other than standard hours shall be received from the Owner prior to the occurrence. Weekend and overtime work shall be reflected in the Construction Progress Schedule.

2.4.5.4 Vibration control and control of transmission of noise are the responsibility of the Contractor whose operations are creating the conditions. Principal considerations which shall be given to noise and vibration control are:

- 1 Noise control in compliance with Occupational Safety and Health Administration (“OSHA”) requirements for the health and safety of building occupants; control shall be for all areas of the facility, including equipment rooms, boiler rooms, and fan rooms.
- 2 Vibration control to limit sound produced by construction equipment, and for protection of the equipment existing in a building and the building structure.
- 3 Vibration control to provide for maximum usefulness of the facility by keeping levels of vibration within ranges which are conducive to study and work or other uses for which the facility is designed.

2.5 Materials and Equipment

2.5.1 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 Owner’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.

2.5.2 The Contractor shall bring to, or store at, the Site only the materials and equipment required in the Work.

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

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

2.5.3 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.

2.5.4 If the Contractor provides an Acceptable Component, the Contractor shall be solely responsible for the costs of coordination and modification required.

2.5.5 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.

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

2.5.6.1 The specified Basis of Design Components, Acceptable Components, or previously-approved Substitutions, through no fault of the Contractor or the Contractor's Subcontractors and Material Suppliers, are not available; or

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

2.5.6.3 The specified Basis of Design Components, Acceptable Components, or previously-approved Substitutions will not perform as designed or intended.

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

2.6 Labor

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

2.6.2 The Contractor shall dismiss from the Project any individual employed by the Contractor, or the Contractor's Subcontractors and Material Suppliers, who the Owner finds, in its sole discretion, to be incompetent, guilty of misconduct, or detrimental to the Project.

2.6.3 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.

2.6.4 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 the Contractor's Subcontractors and Material Suppliers.

2.7 Safety Precautions

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

2.7.1.1 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.

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

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

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

2.7.4.1 The Contractor shall notify the Owner 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 Owner 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.

2.7.4.2 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.

2.7.5 Work Stoppage Due to Hazardous Materials:

2.7.5.1 If the Contractor encounters material the Contractor reasonably believes to be, or contain, a Hazardous Material, which has not been rendered harmless, the Contractor shall immediately stop Work in the affected area and verbally report the condition to the Owner, and within 1 business day deliver written notice of the condition to the Owner. The Owner shall investigate and if required, engage the services of a licensed abatement Contractor who shall issue a report of the condition to the Owner in writing and remove the material or render it harmless as directed.

2.7.5.2 The Contractor shall resume Work in the affected area upon written notice from the Owner 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.

2.7.5.3 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.

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

2.7.6 Material Safety Data Sheets:

2.7.6.1 The Contractor shall identify any material it uses at the Site with a Material Safety Data Sheet ("MSDS").

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

2.8 Construction Facilities, Utilities, and Equipment

2.8.1 Facilities:

2.8.1.1 The Contractor shall provide and maintain in a clean condition suitable temporary facilities, equipment, services, and enclosed storage for its use at the Site.

2.8.1.2 The Contractor shall provide and maintain in a clean condition:

- .1 Suitable facilities, equipment, and services for use by the Owner;
- .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.

2.8.2 Environmental Controls:

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

2.8.2.2 Until the permanent HVAC system is complete and available for use:

- .1 The Contractor shall make arrangements and pay for installation and maintenance of temporary heating and ventilating systems; and
- .2 The Contractor shall pay the costs incurred in operating the temporary heating and ventilating systems.

2.8.2.3 When the permanent HVAC system is complete and available for use:

- .1 The Contractor shall start up and maintain operation of the permanent HVAC system, including filters, and promptly remove temporary heating and ventilating systems.
- .2 The Owner shall pay the costs of energy consumed in operating the permanent HVAC system.

2.8.3 Water and Drainage:

2.8.3.1 The Contractor shall provide water necessary for the Work until the permanent plumbing system is available for use.

2.8.3.2 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.

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

2.8.3.4 When the permanent plumbing system is complete and available for use:

- .1 The Contractor shall start up and maintain operation of the permanent plumbing systems, and make arrangements and pay for removal of temporary plumbing systems.
- .2 The Owner shall pay the costs of water consumed and sewerage charges.

2.8.3.5 From the date of Final Acceptance, or Partial Occupancy if applicable, the Owner shall pay the costs of water consumed and sewerage charges for the occupied portion of the Project.

2.8.3.6

2.8.4 Electric Service:

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

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

2.8.4.2 The Owner shall pay the cost of energy consumed.

2.8.5 Hoisting Facilities:

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

2.8.5.2 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.

2.8.5.3 A Contractor requiring use of hoisting facilities, after the Project is enclosed, shall transport Persons and materials required for its Work.

2.9 Building and Trade Permits and Licenses

2.9.1 Plan Approval:

2.9.1.1 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.

2.9.1.2 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 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.

2.9.2 Trade Permits and Licenses:

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

2.9.3 Local Permits:

2.9.3.1 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 Owner reasonable notice of the date arranged for inspections.

2.9.4 National Pollutant Discharge Elimination System ("NPDES") Storm Water General Permit:

2.9.4.1 The Contractor shall secure the NPDES general permit by submitting a Notice of Intent ("NOI") application form to the Ohio Environmental Protection Agency at least 45 days prior to the start of construction.

2.9.4.2 The Contractor shall prepare and certify a storm water pollution prevention plan to provide sedimentation and erosion controls at the Project.

2.9.4.3 The Contractor shall prepare and process the required Notice of Termination (“NOT”) prior to Contract Completion.

2.10 Tests and Inspections

2.10.1 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.

2.10.2 If the Owner determines that any portion of the Work requires special inspection, testing, or approval not otherwise required under the Contract Documents, the Owner shall order such inspection, testing, or approval.

2.10.2.1 If the special inspection, testing, or approval reveals Defective Work, the Contractor shall pay all associated costs. Those costs may include, but are not limited to:

- .1 The cost of the special inspection, testing, or approval;
- .2 The cost of additional special inspections, testing, or approvals to evaluate remedial Work;
- .3 The cost of correcting the Defective Work; and
- .4 All related Owner-incurred fees and charges of engineers, architects, attorneys, and other professionals.

2.10.2.2 The Owner may deduct the costs described under subparagraph 2.10.2.1 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.

2.10.2.3 If the special inspection, testing, or approval reveals that the Work complies with the Contract Documents, the Contractor shall be paid for all associated costs by appropriate Contract modification. The Contractor shall be paid for any such inspection, testing, or approval out of an allowance. Upon approval of a waiver by the Controlling Board, any unused allowance may be used for the purchase of spare parts based on the unit prices provided by the Contractor in its Proposal.

2.10.3 If the Contractor is aware of a need for inspection, testing, or approval, or of a need to have any inspection, testing, or approval completed by a particular time to avoid delay, then the Contractor shall timely communicate such information to the Owner.

2.10.4 Except as described under subparagraph 2.10.2, the Contractor shall be paid for any inspection, testing, or approval that did not become a requirement until after it was awarded the Contract. The Contractor shall be paid for any such inspection, testing, or approval out of an allowance. Upon approval of a waiver by the Controlling Board, any unused allowance may be used for the purchase of spare parts based on the unit prices provided by the Contractor in its Proposal.

2.10.5 The Contractor shall coordinate with and give the Owner reasonable notice of the anticipated dates of all inspections, testing, or approvals.

2.10.6 Within 5 days after completion of an inspection, testing, or approval, the Contractor shall provide an original report/certificate of the inspection, testing, or approval to the Owner with a recommendation for or against acceptance of the results therein.

2.10.7 Neither the observations of the Owner in the administration of the Contract, nor any inspection, test, or approval by Persons other than the Contractor shall relieve the Contractor from the Contractor's obligation to perform the Work in conformity with the Contract Documents.

2.11 Progress Cleaning

2.11.1 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.

2.11.2 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.

2.11.3 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.

2.11.4 The Contractor shall remove, as appropriate for the Project or as the Owner directs, any waste materials or rubbish from areas adjacent to the Project.

2.11.4.1 The Contractor shall dispose of waste materials, rubbish, and construction debris and in a lawful manner in approved recycling facilities or landfills.

2.11.5 If the Contractor fails to clean up during the progress of the Work, the Owner 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 Owner may also direct the local jurisdiction responsible for the area to have the area cleaned to its satisfaction at the Contractor's expense.

2.11.5.1 The Owner may deduct the cleaning costs 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.

2.11.6 The Contractor shall remove excavated material and spoil to a suitable off-site location approved by the Owner.

2.11.6.1 If the Owner designates a location on its property for disposal or storage of clean topsoil and/or subsoil in the Contract Documents, the Contractor shall remove such materials to the designated location.

2.12 Use of Premises

2.12.1 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.

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

2.12.3 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 Owner. If possible, materials and equipment should be installed in their final positions when brought to the Site. Short-term storage of equipment shall be scheduled by the Owner.

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

2.12.5 Site Logistics Plan:

2.12.5.1 The Contractor shall prepare a plan of the Site indicating how the Contractor intends to use the Site. The plan should illustrate, as an example, 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.

2.13 Interruption of Existing Services

2.13.1 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.

2.13.2 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.

2.14 Explosives and Blasting

2.14.1 The Contractor shall not conduct blasting on, or bring explosives to, the Site without the prior written approval of the Owner, and other authorities with jurisdiction.

2.14.2 The Contractor shall perform all blasting, storing, and handling of explosives as required under Applicable Law.

2.14.2.1 The Contractor shall carry appropriate liability insurance coverage, as required by the Contract Documents, for its blasting and explosives storage and handling operations. Immediately upon request, the Contractor shall deliver evidence of that insurance to the Owner.

2.15 Emergency

2.15.1 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, and shall immediately notify the Owner of the nature of the emergency and of measures taken by the Contractor.

2.15.2 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 its actions in response to an emergency, the Contractor may request an adjustment to the Contract by giving written notice.

2.16 Building Commissioning

2.16.1 If applicable, the Contractor shall participate in the Building Commissioning process, as prescribed in the Contract Documents.

2.16.2 The Contractor shall permit the Commissioning Agent ("CxA") if applicable, access to commission performance based equipment, fixtures, and/or systems (e.g., HVAC, fire protection, smoke evacuation, fume hoods, emergency power, etc.), prior to Final Acceptance, or Partial Occupancy if applicable.

2.16.3 The CxA if applicable, shall promptly notify, in writing, the Contractor responsible for the fixture, equipment, and/or system, of any deficiency identified during the commissioning process.

2.17 Warranty

2.17.1 The Contractor warrants to the 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 Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.17.2 Notwithstanding any other provision of the Contract Documents, the warranty pursuant to subparagraph 2.17.1 shall commence for each individual ECM/WCM upon acceptance of the ECM/WCM by the Owner as evidenced by a properly executed Certification of Warranty Commencement.

2.18 Uncovering the Work

2.18.1 If the Contractor covers Work contrary to the requirements of the Contract Documents or contrary to the written request of the Owner, the Contractor shall, if the Owner 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 and without adjustment of the Contract Time.

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

2.18.2.1 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.

2.18.2.2 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 an adjustment to the Contract by giving written notice to the Owner.

2.19 Correction of the Work

2.19.1 The Contractor shall promptly correct any Work rejected by the Owner or Work that is Defective Work, whether discovered before or after Final Completion and whether or not fabricated, installed, or completed. The Owner shall specify in a written notice to the Contractor the time within which the Contractor shall correct the Work.

2.19.2 After Final Completion:

2.19.2.1 In addition to the Contractor's other obligations under the Contract Documents, if within 1 year after the date of Final Completion of the Work any of the Work is found to be Defective Work, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously acknowledged and accepted the Defective Work in writing.

2.19.2.2 If the Contractor fails to correct the Defective Work promptly after receiving the notice to do so, the Owner may correct it without giving further notice to the Contractor.

2.19.2.3 The 1-year period for correction of Work ("Correction Period") shall not be extended by corrective Work performed by the Contractor under this subparagraph 2.19.2.

2.19.2.4 The Correction Period:

- .1 Relates only to the Contractor's specific obligation to correct the Work;
- .2 Does not establish a period of limitation with respect to any of the Contractor's other obligations under the Contract Documents;
- .3 Has no relationship to the time within which the State may seek to enforce the Contract; and
- .4 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.

2.19.3 Responsibility for Costs of Correction:

2.19.3.1 The Contractor shall pay all of the costs and damages associated with the correction of the Work. Those costs and damages may include, but are not limited to, the related fees and charges of engineers, architects, attorneys, and other professionals; the cost of correcting or replacing adjacent work; and any consequential damages. The State may deduct the costs and damages it incurs 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 State.

ARTICLE 3 - CONTRACT ADMINISTRATION

3.1 Site Visits and Observation

3.1.1.1 The Owner shall protect the State against Defective Work throughout the completion of the Project, which includes the Correction Period. The Owner shall designate a field representative to attend to the

Project to observe and check the progress and quality of the Work, and to take action as necessary or appropriate to achieve conformity with the Contract Documents.

3.1.1.2 The Contractor shall have its consultants attend to the Project at the intervals required by the Performance Contract for the Project or by the Owner.

3.1.2 The Owner is authorized to disapprove or reject any item of Work that is Defective, or that it believes will not produce a Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the Project as a functioning whole as indicated by the Contract Documents.

3.1.3 The Owner 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.

ARTICLE 4 - CONSTRUCTION COORDINATION

4.1 Responsibility of the Contractor

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

4.1.2 The Contractor shall supervise the Work.

4.1.3 The Contractor shall cooperate with the Owner so as not to interfere with, disturb, hinder, or delay the responsibilities of the Owner.

4.1.4 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 Owner.

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

4.1.6 The Contractor shall develop and keep current the Construction Progress Schedule in accordance with paragraph 4.2, and prepare and keep current a schedule of submittals that is coordinated with the Construction Progress Schedule, for the Owner's acceptance.

4.1.7 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.

4.1.8 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.

4.1.9 The Contractor shall monitor the progress of the Work for conformance with the Construction Progress Schedule and shall initiate revisions as required by subparagraph 4.2.13.

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

4.1.11 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.

4.1.12 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.

4.2 Construction Progress Schedule

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

4.2.2 The Contractor shall prepare a Construction Progress Schedule by providing the following:

4.2.2.1 A graphic presentation of the sequence of the Work for the Project in the media and format required for the Project;

4.2.2.2 Identification of each phase of the Work and any Milestone dates;

4.2.2.3 Identification of activities and durations for review and approval of Shop Drawings and other action submittals, fabrication and review of mock-up Work, product review and procurement, fabrication, shop inspection, and delivery, including, but not limited to, lead time, coordination drawing delivery, Punch List, Punch List Correction, Project close-out requirements, Contract Completion, and occupancy requirements;

4.2.2.4 Identification of disruptions and shutdowns due to other operations;

4.2.2.5 Identification of the critical path of the Work;

4.2.2.6 Identification of the crew size and total resource hours for each activity in the schedule; and

4.2.2.7 The Contractor's signature and date indicating approval.

4.2.3 The Contractor shall develop the Construction Progress Schedule using commercially available, personal computer software that is acceptable to the Owner and shall provide final copies in color, in full size and 11 by 17 inches. The Contractor shall submit all baseline and updated schedules to the Owner in electronic format.

4.2.4 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 the Owner. Each submission shall show the Owner's Project number and Project name, and provide a signature approval and date line for the Contractor.

4.2.5 The Contractor shall provide in each schedule: Activity identification and description for each activity broken down to a maximum duration that is appropriate for the activity, responsibility of the Contractor, Contractor's resources and crew size for each activity, provide early start, early finish, late start, late finish. Each schedule shall show predecessor activities and successor activities for each activity, entry free float, total float, and percentage of completion, and identify the appropriate predecessors and successors for all related activities.

4.2.6 The Construction Progress Schedule shall show all submittal dates, coordination drawing preparation, shop drawings submittals, and mock-up review and approval durations.

4.2.7 The Contractor shall submit the Construction Progress Schedule in graphic and tabular form. Provide a 2- to 6-week look-ahead schedule, as appropriate for the Project, for each progress meeting and provide, with each monthly schedule update, a list of all changes to the previously approved baseline schedule or monthly updated schedule.

4.2.8 The Construction Progress Schedule shall be managed using early start dates and early finish dates. Free float and total float are resources of the Project, and the use of float associated with an activity is not permitted without the concurrence of the the Owner.

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

4.2.9.1 Upon receipt of the proposed Construction Progress Schedule, the Owner shall review the Construction Progress Schedule and schedule of submittals and accept or reject them, and return them to the Contractor with recommendations for revisions.

4.2.10 On a weekly basis, the Contractor shall prepare and submit to the Owner a written report describing:

4.2.10.1 Activities begun or finished during the preceding week;

4.2.10.2 Activities in progress and expected completion;

4.2.10.3 Activities to be started or finished in the upcoming 2 weeks, including but not limited to, the Contractor's workforce size and total resource hours associated with those activities; and

4.2.10.4 Other information requested by the Owner.

4.2.11 The Contractor shall attach the above information to the minutes of the weekly progress meetings.

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

4.2.12.1 If it is apparent to the Owner that the Contractor may be unable to meet critical path activities, Milestone completion dates, or the Contract Completion date, the Owner shall direct the Contractor to submit within 3 days a recovery plan to avoid or minimize the delay to the Project.

4.2.12.2 A recovery plan shall include, but is not limited to, adjustments to one or more of the following:

- .1 Workforce
- .2 Hours per shift
- .3 Shifts per workday
- .4 Workdays per week
- .5 Equipment
- .6 Activity logic

4.2.12.3 If the Owner approves the recovery plan, the Contractor shall prepare a revised Construction Progress Schedule that shall be signed and approved in accordance with subparagraph 4.2.9. If the Owner fails to approve a time recovery plan, the Contractor shall submit within 3 days an alternate recovery plan to the Owner in writing for review and approval in accordance with subparagraph 4.2.9.

4.2.13 The Contractor shall update the Construction Progress Schedule on a monthly basis, or other interval approved by the Owner, in accordance with subparagraph 4.2.9.

4.2.13.1 The updated Construction Progress Schedule signed by the Contractor shall serve as an affirmation that the Contractor can meet the requirements of the updated Construction Progress Schedule.

4.2.13.2 The Contractor shall submit a tabular copy showing all changes to the previously approved schedule including, but not limited to, logic, float, and actual start date of activities. The original or initially approved Construction Progress Schedule and all subsequent Construction Progress Schedules signed by the Contractor, and accepted by the Owner, shall serve as an affirmation that the Contractor agrees to and can meet the applicable requirements of the updated Construction Progress Schedule.

4.3 Progress Meetings

4.3.1 The Contractor shall schedule a weekly progress meeting for the Owner 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.

4.3.2 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.

4.3.2.1 The Contractor shall notify the Owner and other Persons involved in the Project of the time and place of the progress meeting that shall thereafter be the same day and hour of the week for the duration of the Project, unless the Contractor notifies the Owner and other Persons involved in the Project of a different day and hour at least 2 days in advance.

4.3.2.2 The Contractor shall have any of its Subcontractors and Material Suppliers attend the progress meeting as determined advisable by the Contractor, or as requested by the Owner.

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

4.3.3.1 If any Person in attendance objects to anything in a report of a progress meeting, the Person shall notify the Owner and any other affected Person in writing explaining the objection within 5 days.

4.3.3.2 The report of each progress meeting shall reflect any objection made to the report of the previous progress meeting and any response.

4.4 Project Coordination Meetings

4.4.1 The Contractor shall schedule and conduct a weekly coordination meeting for the Contractor and appropriate Subcontractors and Material Suppliers (“Coordination Participants”).

4.4.1.1 The purpose of the coordination meeting is to discuss the sequence of construction and its relationship with the approved Construction Progress Schedule; to establish the intended location of equipment, pipe, duct, conduit, and other components of the Project; and to coordinate the appropriate shared use of available construction space; especially interstitial spaces, chases and mechanical rooms; and construction storage space.

4.4.1.2 Each Coordination Participant shall be knowledgeable about the Project and the scope of its work. One individual from each Coordination Participant shall have authority to make decisions regarding the coordination process and drawings.

4.4.1.3 Each Coordination Participant shall come to the coordination meetings prepared to demonstrate and furnish documentation that it has anticipated the work of other Persons, and planned its installation. Each Coordination Participant shall coordinate its installation with the work of other Persons.

4.4.1.4 Each Coordination Participant shall utilize documentation and information provided by other Coordination Participants to verify that the utility requirements, physical size, and characteristics of planned equipment are compatible with related or connected equipment, existing or planned building components, and existing or planned utilities.

4.4.1.5 The Coordination Participants shall utilize the documentation and information provided by each of them in determining the actual placement and positioning of equipment and devices to avoid interference with the work of other Persons, building finishes, and architectural details.

4.4.1.6 The Coordination Participants shall utilize the documentation and information provided by each of them to coordinate space requirements and installation considerations to maximize accessibility to equipment and devices for purposes of maintenance, repairs, and replacement.

4.4.1.7 The Contractor shall prepare a written report of each coordination meeting and distribute the report within 3 business days of the meeting to the Owner, and other Coordination Participants. The Contractor shall not delegate the duty to prepare a written report of any coordination meeting.

4.5 Coordination Drawings

4.5.1 The Contractor shall prepare drawings (the “Preliminary Coordination Drawings”) after the Coordination Participants (1) determine the sequence of the Project, (2) complete the activities described under subparagraph 4.4.1, (3) identify the areas requiring special attention (“Coordination Areas”), and (4) determine the need for a coordination drawing for any Coordination Area. The Contractor shall prepare the Preliminary Coordination Drawings at one-quarter-inch equals one-foot scale, with CAD or BIM software acceptable to the Owner. The Preliminary Coordination Drawings shall show the sheet metal work with plan and elevation dimensions, which specifically locate all HVAC ductwork, HVAC equipment, and HVAC piping for each Coordination Area based upon the information, discussion, and resulting consensus of the Coordination Participants during the coordination meetings.

4.5.1.1 The Contractor shall provide the Preliminary Coordination Drawings to all Coordination Participants. Each Coordination Participant shall use the Preliminary Coordination Drawings as a baseline to develop drawings of its work within each applicable Coordination Area to specifically locate equipment, devices, piping, conduits, and other work as discussed and agreed at the coordination meetings.

4.5.1.2 Each Coordination Participant with work within a Coordination Area shall return its drawings to the Contractor marked to show the location of the Coordination Participant’s equipment, devices, piping, conduits, and other work for the Contractor’s preparation of detailed and final coordination drawings (“Coordination Drawings”).

4.5.1.3 Any Coordination Participant with no work in any Coordination Area may return the applicable Preliminary Coordination Drawings to the Contractor with a statement on the drawings signed by an authorized representative of the Coordination Participant certifying that it has no work within that Coordination Area.

4.5.1.4 After the Contractor completes the Coordination Drawings, the Contractor shall forward a copy of the Coordination Drawings to the Owner, and other Coordination Participants with work within the limits of a Coordination Area. The Coordination Participants shall report discrepancies in the drawings, in writing, to the Contractor within 7 days after receiving the drawings.

4.5.1.5 The Owner shall review the Coordination Drawings to determine whether the Coordination Participants achieved the goals listed in subparagraph 4.4.1. The Owner shall report any concerns, in writing, to the Coordination Participants within 14 days after receiving the drawings.

ARTICLE 5 - THE STATE

5.1 Owner

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

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

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

5.1.4 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.

5.1.5 The Owner may request a change in the Work.

5.1.6 The Owner 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.

5.2 State's Right to Perform Work and Back-charge Contractor

5.2.1 If the Contractor provides Defective Work or fails or neglects to perform the Work in accordance with the Construction Progress Schedule, the Owner may issue a written notice providing 3 days for the Contractor to begin to correct Defective Work or to recover schedule deficiencies as set forth in subparagraph 5.2.2 (“72-Hour Notice”) to the Contractor.

5.2.1.1 A copy of the 72-Hour Notice shall be issued to the Contractor’s Surety.

5.2.2 If the Contractor fails or refuses to commence and continue to correct the Defective Work or recover the schedule deficiencies 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 or to recover the schedule deficiencies, including but not limited to exercising its termination rights under paragraph 12.3.

5.2.2.1 If the Owner proceeds as described under subparagraph 5.2.2, the Contractor shall pay all resulting costs and damages. Those costs and damages include, but are not limited to, the reasonable cost of correcting the Defective Work or recovering the schedule deficiencies 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 by amendment.

5.2.2.2 If the 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.

5.2.2.3 If the Contractor believes that the Owner wrongfully exercised its rights under subparagraph 5.2.2, the Contractor may request an adjustment to the Contract by giving written notice to the Owner.

5.3 Owner's Right to Partial Occupancy

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

5.3.1.1 The building authority with jurisdiction over the Project issues a temporary occupancy permit for the area in question;

5.3.1.2 The insurers providing property insurance have been provided written notice of the Partial Occupancy; and

5.3.1.3 The Owner has received notice of the Partial Occupancy from the Owner and has consented to it.

5.3.2 Before the Owner commences Partial Occupancy, the Owner shall process a Certification of Contract Completion for the designated area listing incomplete or Defective Work under the Contract for approval of the Owner.

5.3.3 From the date of execution of the Certification of Contract Completion by the Owner, the Contractor shall be relieved of the obligation to maintain the occupied portion of the Work, 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.

5.3.4 The Owner’s Partial Occupancy does not constitute acceptance of any Defective Work, nor does it relieve the Contractor of liability for any express or implied warranties or responsibility for Defective Work.

ARTICLE 6 - TIME

6.1 Computing Time

6.1.1 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.

6.1.2 Except as excluded under subparagraph 6.1.1, the Contract Time and all other time periods referred to in the Contract Documents includes Saturdays, Sundays, and all days defined as legal holidays by subparagraph 6.1.4.

6.1.3 The standard workdays for State projects are Monday through Friday, excluding legal holidays.

6.1.4 Legal holidays are as follows:

6.1.4.1 New Year's Day – First Day in January;

6.1.4.2 Martin Luther King Jr. Day – Third Monday in January;

6.1.4.3 Washington-Lincoln (President's) Day – Third Monday in February;

6.1.4.4 Memorial Day – Last Monday in May;

6.1.4.5 Independence Day – Fourth day of July;

6.1.4.6 Labor Day – First Monday in September;

6.1.4.7 Columbus Day – Second Monday in October;

6.1.4.8 Veteran's Day – Eleventh Day of November;

6.1.4.9 Thanksgiving Day – Fourth Thursday of November; and

6.1.4.10 Christmas Day – Twenty-fifth day of December.

6.1.5 If a legal holiday falls on a Saturday, it is observed on the preceding Friday. If a legal holiday falls on a Sunday, it is observed on the following Monday.

6.2 Time of the Essence

6.2.1 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.

6.2.1.1 The Notice to Proceed establishes the date for commencement of the Work.

6.2.1.2 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.

6.2.1.3 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.

6.2.1.4 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 O.R.C. Section 4113.62.

6.3 Critical Path

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

6.3.2 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.

ARTICLE 7 - CONTRACT MODIFICATIONS

7.1 General

7.1.1 The Owner may order changes in the Work without invalidating the Contract. Subject to the limitations stated in this Article 7 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 Owner.

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

7.1.2.1 Except as provided in paragraph 2.15, 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 Owner and signed by both the Contractor and the Owner.

7.2.2 If the Project is administered using OAKS CI, the Contractor shall submit its request for an amendment to the Owner for approval through the OAKS CI "Professional Services Amendment" business process.

7.3 Cost 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 Owner without a formal signed amendment.

7.3.2 If the project is administered using OAKS CI, the Contractor shall submit its request for a cost allocation adjustment to the Owner, for approval through the OAKS CI "Professional Services Amendments" business process.

7.4 Minor Changes in the Work

7.4.1 The Owner 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 Contractor reasonably believes that it would be entitled to an adjustment of the Contract Sum, Guaranteed Savings, Contract Time, or any or all of the foregoing, on account of an order for a minor change

in the Work, the Contractor, within 3 business days after receiving the order, shall give the Owner written notice of the Contractor's position, and not proceed with the subject Work without first receiving an amendment related to it.

7.4.4 The Contractor waives its right to an adjustment of the Contract Sum, Guaranteed Savings, or Contract Time on account of an order for a minor change in the Work by:

7.4.4.1 Starting the Work which is the subject of the order for a minor change in the Work; or

7.4.4.2 Failing to give the notice described under subparagraph 7.4.3 within 3 business days after receiving the order for a minor change in the Work.

7.5 Differing Site Conditions

7.5.1 "Differing Site Conditions" are either (1) subsurface or otherwise concealed physical conditions encountered at the Site that differ materially from the conditions indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature encountered at the Site that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.

7.5.2 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 Owner.

7.5.2.1 The Contractor's failure to give notice of the Differing Site Condition as required under this subparagraph 7.5.2 shall constitute an irrevocable waiver of any associated claim.

7.5.2.2 The written notice of a Differing Site Condition under this subparagraph 7.5.2 shall be required in addition to the notice of claim under Article 8.

7.5.3 Promptly after receiving notice from the Contractor under subparagraph 7.5.2, the Owner shall investigate to determine whether the Contractor has encountered a Differing Site Condition. The Owner shall give written notice of its determination to the Contractor within 10 days after completing the investigation.

7.5.3.1 If the Owner determines that the Contractor has not encountered a Differing Site Condition and the Contractor does not agree with that determination, the Contractor must initiate a claim under Article 8 within 10 days of the date on which the Owner issues its determination.

7.5.3.2 If the Owner determines that the Contractor has encountered a Differing Site Condition, the Owner shall process an appropriate amendment.

7.5.4 Contractor's failure to visit the Site and examine existing conditions prior to execution of the Contract shall not give rise to any Differing Site Condition which may form the basis for a claim.

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 subparagraph 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 Owner may require notarized invoices for material costs and may audit the records of the Contractor and the Contractor's Subcontractors and Material Suppliers.

7.6.4 For each change in the Work, the Contractor shall furnish a detailed Proposal. Any Subcontractor or Material Supplier 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 O.R.C. 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 subparagraph 1.5.2;

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

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 paragraph 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 paragraph 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;

7.7.2.8 A detailed written proposal as described under paragraph 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 An amendment may authorize extension of the Contract Time for specific elements, while maintaining Milestone dates for unaffected elements. Such an amendment may also authorize an appropriate adjustment to Liquidated Damages.

7.8 Examination and Audit of Contractor's Records

7.8.1 The Owner may examine all books, records, documents and other data of the Contractor and of the Contractor's Subcontractors and Material Suppliers related to the Proposal, pricing or performance of the Work for the purpose of evaluating any Proposal or claim.

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

7.8.2.1 The Contractor shall maintain, and require all Subcontractors and Material Suppliers 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 Owner upon request for the records.

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

7.8.3.1 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 Owner against all costs, expenses, and damages, including, but not limited to, attorney fees, incurred or paid by reason of that dispute.

7.8.4 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.

7.8.5 If the Contract has been terminated, in whole or in part, the records relating to the Work terminated shall be made available to the Owner for a period of 3 years from the date of any applicable final settlement or payment, as applicable.

7.8.6 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 if such action is initiated during the six year retention period under subparagraph 7.8.2.

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 paragraph 2.15, the Contractor shall initiate every claim by giving written notice of the claim to the Owner 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 Owner concerning an amendment begins to run on the date on which the Owner issues its determination.

8.1.2.2 The 10 day time limit on a claim arising from the response of the Owner to a Request for Interpretation begins to run on the date on which the Owner issues the Owner's response to the Request for Interpretation.

8.1.2.3 The 10 day time limit on a claim arising from the Owner's determination concerning a Differing Site Condition begins to run on the date on which the Owner issues the Owner's determination under paragraph 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:

8.1.3.1 Nature and anticipated amount of the impact, including all costs for any interference, disruption, hindrance, or delay, which shall be calculated in accordance with paragraph 7.5.4 and be a fair and reasonably accurate assessment of the damages suffered or anticipated by the Contractor.

8.1.3.2 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, delay;

8.1.3.3 Identification of activities on the Construction Progress Schedule which will be affected by the impact or new activities which may be created and the relationship with existing activities;

8.1.3.4 Anticipated impacts and anticipated duration of any interference, disruption, hindrance, delay, or impact, and any remobilization period; and

8.1.3.5 Recommended action to avoid or minimize any interference, disruption, hindrance, delay, or impact.

8.1.4 The Contractor's failure to initiate a claim as and when required under this paragraph 8.1 shall constitute the Contractor's irrevocable waiver of the claim.

8.1.5 The Owner shall respond to the written notice of the claim within a reasonable time of receipt, but not to exceed 10 days.

8.2 Substantiation of Claims

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

8.2.2 The Contractor shall substantiate all of its claims by providing the following minimum information:

8.2.2.1 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;

8.2.2.2 Detailed identification of the Work (e.g., activity codes from the Construction Progress Schedule) affected by the event giving rise to the claim;

8.2.2.3 Copies of the Contractor's daily log (subparagraph 4.1.12) for each day of impact;

8.2.2.4 Copies of relevant correspondence and other information regarding or supporting Contractor entitlement;

8.2.2.5 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;

8.2.2.6 The notarized certification described under subparagraph 8.5.1.1;

8.2.3 The Contractor shall submit a fully executed Contractor Claim Submission Checklist, signifying compliance with all of the requirements listed in subparagraph 8.2.2 with each copy of the claim.

8.2.4 The Contractor's failure to comply with the requirements of this paragraph 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 paragraph 7.5.4 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 paragraph 8.2.

8.3.2 The Contractor's failure to comply with the requirements of this paragraph 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 paragraph 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 paragraph 7.5.4 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 together with a statement consistent with subparagraph 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 paragraph 8.2.

8.4.2 In addition to the requirements of subparagraph 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 10 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 paragraph 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 paragraph 8.1 or before Contract Completion, whichever is earlier, by providing the notarized certification specified in subparagraph 8.5.1.1, signed and dated by the Contractor:

8.5.1.1 “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 Owner, or the date on which the Contractor is required to certify and fully substantiate a claim pursuant to subparagraphs 8.2.1 and 8.5.1, shall trigger the 120 day period for exhaustion of administrative remedies pursuant to O.R.C. Section 153.16(B).

8.5.3 The Contractor’s failure to comply with the requirements of this paragraph 8.5 shall constitute an irrevocable waiver of any related claim.

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:

8.6.1.1 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;

8.6.1.2 To the extent that a delay occurs concurrently with a delay attributable to the Contractor; or

8.6.1.3 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 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 one or more of the Completion Milestones set forth in the Contract Documents, the Contractor shall pay to or credit the Owner the associated Liquidated Damages per-diem sum(s) set forth in the Contract Documents for each day that the Contractor fails to achieve one or more of the Completion Milestones.

8.7.2 Notwithstanding any other provision of the Contract Documents to the contrary, if a court determines that the Liquidated Damages per-diem 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 one or more of the Completion Milestones.

8.7.2.1 If the Contractor fails to achieve two or more Completion Milestones, the Owner shall be entitled to recover the sum of the associated per diem rates.

8.7.3 Nothing contained in this paragraph **Error! Reference source not found.** shall preclude the Owner's recovery from the Contractor of actual damages.

8.7.4 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 Review of the Claim and Decision

8.8.1 The Owner shall examine the Contractor's claim.

8.8.2 The Owner shall approve or deny all, or any part, of the Contractor's claim and forward a written decision to the Contractor and the Owner's project manager within 30 days after receiving the Contractor's substantiated and certified claim.

8.8.2.1 The Owner may employ independent resources to assist in its review, or refer evaluation of the claim to a consultant.

8.8.3 If the Contractor agrees with the Owner's decision, the decision shall be incorporated into an amendment.

8.8.4 Any claim remaining unresolved after completion of the process described under this paragraph 8.8 shall be subject to claim decision review as described under paragraph 8.9.

8.9 Claim Decision Review

8.9.1 The Contractor may request review of the Owner's decision by written notice delivered to the Owner's project manager by certified mail within 14 days of the Owner's decision.

8.9.2 The Owner's project manager shall schedule and conduct a meeting within 30 days after receiving the Contractor's request for review.

8.9.2.1 The Owner may employ independent resources to assist in the meeting and review.

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

8.9.4 The decision of the Owner's project manager is the final administrative decision of the Owner as described under O.R.C. Section 153.12(B).

8.9.5 If the Contractor and the Owner agree with the Owner's project manager's decision, the decision shall be incorporated into an amendment.

8.9.6 Any claim remaining unresolved after completion of the process described under this paragraph 8.9 shall be subject to litigation, which may be preceded by Alternative Dispute Resolution ("ADR") as described under paragraph 8.10.

8.10 Alternative Dispute Resolution

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

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

8.10.3 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.

8.10.4 The following forms of non-binding ADR may be considered:

8.10.4.1 Negotiation: If negotiation is warranted, the parties to the dispute may agree to a progressive level of negotiators, invested with the authority to agree to a determination of an adjustment in the Contract Sum and Guaranteed Savings, Contract Time, or both

8.10.4.2 Mediation: If mediation is the accepted ADR procedure, or the process to follow when negotiations are unsuccessful, the parties to the dispute shall accept a neutral third party to mediate the dispute. The costs of mediation shall be shared equally among the parties to the dispute.

8.10.4.3 Another ADR procedure accepted by all of the Project's key stakeholders.

8.11 Audit of the Claim

8.11.1 All claims shall be subject to audit at any time following the filing of the claim, whether or not the claim is part of a lawsuit.

8.11.2 The audit may be performed by employees of the Owner or by a consultant engaged by the Owner.

8.11.3 The audit may begin upon 10 days notice to the affected Contractor, Subcontractor, or Material Supplier.

8.11.4 The Contractor shall cooperate with the request.

8.11.5 Failure of the Contractor, Subcontractor, or Material Supplier to produce sufficient records to allow the Owner to audit and verify a claim shall constitute an irrevocable waiver of the claim or the portion of the claim that could not be completely audited.

8.11.6 The Contractor shall make available to the Owner all Contractor, Subcontractor, and Material Supplier documents related to the claim including, without limitation, the following documents:

8.11.6.1 Daily time sheets and superintendent's daily reports;

8.11.6.2 Union agreements, if any, and employer agreements;

8.11.6.3 Insurance, welfare, fringes, and benefits records;

8.11.6.4 Payroll register;

8.11.6.5 Earnings records;

8.11.6.6 Payroll tax returns;

8.11.6.7 Material invoices, purchase orders, Subcontractor contracts, and all material and supply acquisition contracts;

8.11.6.8 Material cost distribution worksheets;

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

8.11.6.10 Vendor rental agreements and Subcontractor invoices;

8.11.6.11 Subcontractor payment certificates;

8.11.6.12 Canceled checks (payroll and vendors);

8.11.6.13 Job cost report;

8.11.6.14 Job payroll ledger;

8.11.6.15 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;

8.11.6.16 Cash disbursements journal;

8.11.6.17 Financial statements for all years reflecting operations on the Project;

8.11.6.18 Income tax returns for all years reflecting operations on the Project;

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

8.11.6.20 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;

8.11.6.21 All documents which reflect the Contractor's actual profit and overhead during the years the Project was being performed;

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

8.11.6.23 All documents which relate to the claim together with all documents which support the amount of damages as to the claim;

8.11.6.24 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 which establish the time periods, individuals involved, the hours and rate of pay for the individuals; and

8.11.6.25 All other documents required by the Owner to reasonably review the claim.

8.12 False Certification of the Claim

8.12.1 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.

8.13 Performance and Payment

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

8.13.2 The Owner 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 the Owner in writing.

ARTICLE 9 - CONTRACTOR PAYMENT

9.1 Schedule of Values

9.1.1 Within 10 days of receipt of the Notice to Proceed, or other period as mutually agreed by the Contractor and the Owner, the Contractor shall submit to the Owner a Schedule of Values on a form published by the Department, with separate amounts shown for labor and materials for each branch of Work, following the numbers and titles of the Construction Specifications Institute's *MasterFormat* for individual work results, or *UniFormat* for assemblies in place.

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

9.1.2.1 The first items shall be actual costs of the Performance Bond, Guarantee Bond, insurance, permits, and tests required for the Project.

9.1.2.2 The amounts for labor and materials shall accurately reflect the cost for each item. Separate items shall not be shown for overhead or profit. Overhead and profit shall be included in the totals for labor and materials.

9.1.2.3 If the material allocation exceeds 55 percent of the Contract Sum, the Contractor shall provide, upon request, sufficient information to support the higher percentage.

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

9.1.2.5 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.

9.1.2.6 Reserved.

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

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

9.1.3 The Owner 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 Owner determines that it conforms to this paragraph 9.1.

9.1.4 No payment shall be made until the Owner has approved the Contractor's Schedule of Values.

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 Owner each month or upon another interval approved by the Owner.

9.2.1.1 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 Owner may request in connection with each payment to the Contractor.

9.2.1.2 The Owner may require proof of the renewal of required insurance as a condition precedent to payment.

9.2.1.3 The Contractor shall attach certified payroll reports for the relevant period to 1 copy of each Contractor Payment Request, see Attachment 12 - "Prevailing Wage Requirements."

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

9.2.1.5 The Contractor shall submit its application for payment using the Contractor Payment Request form or forms current at the time of each application and as provided by the Owner in the manner prescribed by the Owner.

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

9.2.1.7 The Contractor shall submit an electronic copy of the Contractor Payment Request to the Owner with its paper copies of the Contractor Payment Request for collection and reporting of information used for contract compliance evaluation and statistical purposes. The Contractor may issue the copy in any electronic media acceptable to the Owner.

9.2.2 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.

9.3 Labor Payments

9.3.1 Partial payments to the Contractor for labor performed under the Contract shall be made at the rate of 92 percent of the amount invoiced through the Contractor Payment Request that shows the Work is 50 percent complete, as evidenced by payments in the amount of at least 50 percent of the original Contract Sum.

9.3.2 After the Work is 50 percent complete, as evidenced by payments in the amount of at least 50 percent of the original Contract Sum to the Contractor, no additional funds shall be retained from payments for labor.

9.4 Material Payments

9.4.1 The Owner shall pay the Contractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.

9.4.2 The Owner shall pay the Contractor at the rate of 92 percent of the invoice cost for materials delivered to the Site, or other off-site storage location approved by the Owner, provided the Contractor provides the following information with the Contractor Payment Request:

9.4.2.1 A list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost.

9.4.2.2 A certification of materials stored off-site, prepared by the Contractor and signed by the Owner to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. The Contractor shall reimburse the Owner for all costs incurred to visit a storage site, other than the areas adjacent to the Project.

9.4.2.3 The Owner shall pay the balance of the scheduled value when the materials are incorporated into and become a part of the Project.

9.4.3 When payment is allowed for materials delivered to the Site or other approved off-site storage location but not yet incorporated into the Project, the materials are the property of the Owner.

9.4.3.1 The Owner may, at its sole discretion, retain any material not ultimately incorporated into the Project or return it to the Contractor for credit of an amount proportionate to the value of the extra materials.

9.5 Retainage

9.5.1 If the total Contract Sum is \$15,000 or more, when the Contract is 50 percent complete, as evidenced by payments in the amount of at least 50 percent of the Contract Sum to the Contractor, all funds retained for the faithful performance of the Work, in accordance with subparagraph 9.3.1, shall be deposited in an escrow account with a bank in the state in accordance with the terms and conditions provided in an escrow agreement executed by the Contractor, the Owner, and the applicable bank.

9.5.2 When the major portion of the Work is occupied or in use, and there is no other reason to retain funds, including, but not limited to, compliance with 9.3; upon request of the Contractor, the funds retained in connection with that Work shall be released from escrow and paid to the Contractor, withholding only that amount necessary to assure faithful completion in the sole discretion of the Owner.

9.5.2.1 Any reduction or release of retained funds, or portion thereof, shall not be a waiver of the Owner's right to retain funds in connection with other payments to the Contractor, or any other right or remedy the Owner has under the Contract Documents at law or in equity.

9.5.2.2 Funds in the escrow account not previously paid shall be authorized for release to the Contractor within 30 days of the Owner's approval of a final Contractor Payment Request and Payment Release Affidavit furnished by the Contractor, and execution of the Certification of Contract Completion by the Owner.

9.5.3 Upon consent by the Contractor's Surety, the Owner may reduce the amount of funds retained for the faithful performance of Work by 50 percent of the amount of funds required to be retained, provided the Contractor's Surety remains responsible for all damages that may be caused due to default by the Contractor, including, but not limited to, the following:

9.5.3.1 Completion of the Work;

9.5.3.2 All interference, disruption, hindrance and delay claims;

9.5.3.3 All Statutory Delay Forfeiture; and

9.5.3.4 All additional expenses incurred by the State.

9.6 Payments Withheld

9.6.1 The Owner may recommend to the Owner that payments be withheld from, or the Statutory Delay Forfeiture be assessed against, a Contractor Payment Request.

9.6.2 The Owner may decline to approve 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 Owner's sole opinion to protect the Owner from loss because of:

9.6.2.1 Defective Work not remedied;

9.6.2.2 Damage caused by the Contractor;

9.6.2.3 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

9.6.2.4 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;

9.6.2.5 Failure to comply with Applicable Law including, but not limited to, the requirements of O.R.C. Chapter 4115;

9.6.2.6 Reserved;

9.6.2.7 Failure to timely approve a Construction Progress Schedule in accordance with paragraph 4.2;

9.6.2.8 Failure to timely submit the Contractor's list of proposed Subcontractors and Material Suppliers in accordance with paragraph 14.1;

9.6.2.9 Failure to carry out the Work in accordance with the Contract Documents; or

9.6.2.10 That which is permitted under other provisions of the Contract Documents.

9.6.3 In the event that funds retained pursuant to paragraph 9.5 or subparagraph 9.6.1 are less than the Owner's anticipated or actual amount of loss because of the reasons set forth in subparagraph 9.6.1, Contractor shall immediately remit payment in the amount of such shortfall to the Owner.

9.6.4 If the Contractor remedies the basis for withholding payment under subparagraph 9.6.2 to the Owner's satisfaction, the Owner shall pay the amounts withheld.

9.7 Final Contractor Payment Request

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

9.7.1.1 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 O.R.C. Chapter 4115, and to certify that all of its Subcontractors and Material Suppliers have been paid in full for all Work performed or materials furnished for the Project.

9.7.2 The Owner shall pay the final Contractor Payment Request within 30 days from the date the Owner recommends acceptance of the final Contractor Payment Request.

9.7.2.1 Payments due and not paid to the Contractor within the 30 day period shall bear interest from the date payment is due under the Contract Documents at the applicable statutory rate.

9.7.3 The acceptance of final payment by the Contractor, a Subcontractor, or a Material Supplier 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.

9.7.4 Notwithstanding any other provision of the Contract Documents, final payment made pursuant to this paragraph 9.7 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.

ARTICLE 10 - CONTRACT COMPLETION

10.1 Final Cleaning

10.1.1 Before requesting the Owner's Punch List review, 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 Contract Completion, the premises are ready for occupancy by the Owner.

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

10.1.3 Final cleaning shall be done to the reasonable satisfaction of the Owner.

10.2 Contractor's Punch List

10.2.1 When the Contractor considers the Work, or a designated portion thereof, nearly complete the Contractor shall inspect the Work and prepare a list of defective, 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.

10.2.1.1 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 said Punch List.

10.2.1.2 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.

10.2.1.3 The Contractor shall submit the signed Contractor's Punch List to the Owner, together with a request for the Owner's Review of the Work.

10.3 Owner's Review of the Work

10.3.1 Within 3 business days of receipt of the request for the Owner's Review of the Work, the Owner shall notify the Contractor of acceptance or rejection of the request, stating reasons for any rejection.

10.3.1.1 Within 7 days of its acceptance of the Contractor's request, the Owner shall conduct the Owner's Review to determine whether the Work, or the designated portion, is in conformity with the Contract Documents. The Owner shall notify the Contractor of the scheduled time of the Owner's Review.

.1 The Owner shall include comments in the Owner's Review.

10.3.1.2 Within 3 business days after the Owner's Review, the Owner shall provide to the Contractor a list of defective, incomplete, or unacceptable Work ("Owner's Punch List").

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

10.4 Completion of Punch List Items

10.4.1 Within 30 days after receipt of the notice required by subparagraph 10.3.1.2 and before the date of Final Contract Completion, the Contractor shall complete all items on the Owner's Punch List. After completing all items on the Owner's Punch List, the Contractor shall provide a written request for Final Inspection of the Work to the Owner.

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

10.4.1.2 Within 3 business days of receipt of the Contractor's notice that all Punch List items have been completed, the Owner shall complete a Final Inspection of the Work for compliance with the Contract Documents.

10.4.1.3 If multiple inspections of items on the Owner's Punch List are required due to the Contractor's failure to properly and timely complete them, the Contractor shall pay any additional costs incurred by the Owner resulting from any attendant delay. The Owner may deduct those additional costs 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.

10.4.2 Notwithstanding any other provision of the Contract Documents, the Final Inspection of the Work or the issuance of Final Acceptance constitutes neither an acceptance of any Defective Work, nor a waiver of any rights set forth in the Contract Documents or otherwise provided by Applicable Law.

10.5 Project Record Document Submittals

10.5.1 The Contractor, as a condition precedent to execution of the Certification of Contract Completion and release of retained funds and final payment, shall provide all Project Record Documents to the Owner for approval, including, but not limited to:

10.5.1.1 Certificate of Occupancy;

10.5.1.2 Inspection Certificates for Pressure Piping, Elevator, Boiler, Electrical, Plumbing or Piping Purification, etc.;

10.5.1.3 Letter of Approval from the local fire authority or State Fire Marshal for the fire suppression system;

10.5.1.4 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;

10.5.1.5 Neatly and accurately marked sets of As-Built Documents, and other Contract Documents reflecting the actual construction of the Project;

10.5.1.6 Detailed Drawings reflecting the exact location of any concealed utilities, mechanical or electrical systems, and components;

10.5.1.7 Assignment to the Owner of all Warranties and Guarantees, including the most recent address and telephone number of any Subcontractors, Material Suppliers, or manufacturers;

10.5.1.8 An affidavit to certify that all Subcontractors and Material Suppliers have been paid in full for all Work performed or materials furnished for the Project;

10.5.1.9 Final certified payroll reports; and

10.5.1.10 An affidavit to certify that the Contractor and each of its Subcontractors, regardless of tier, have complied with all requirements of O.R.C. Chapter 4115.

10.6 As-Built and Record Documents

10.6.1 Upon Final Completion of the Work, the Contractor shall organize the As-Built Documents into manageable sets, bind the sets with durable paper cover sheets, and deliver the As-Built Documents to the Owner.

10.6.1.1 By submitting the As-Built Documents to the Owner, the Contractor certifies that the As-Built Documents are complete, correct, and accurate.

10.6.2 The Contractor shall revise the original Contract Documents and related electronic files with the information contained on the As-Built Documents. The Contractor shall label the revised original Contract

Documents and related electronic files as “Record Documents” and reflect the date of the Contractor 's incorporation of the As-Built Documents.

10.6.3 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.

10.7 Demonstration and Training, Operating Appurtenances

10.7.1 The Contractor, as a condition precedent to execution of the Certification of Contract Completion, release of retained funds, and final payment, shall perform demonstration and training of the Owner’s maintenance personnel as specified in the Contract Documents.

10.7.2 The Contractor, as a condition precedent to execution of the Certification of Contract Completion, release of retained funds, 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, but not limited to:

10.7.2.1 Keys to door and window hardware, panels, and other devices not directly provided to the Owner from the manufacturer;

10.7.2.2 Operating handles, levers, cranks, specialized wrenches or drivers, remote controls, and similar items; and

10.7.2.3 Extra materials (e.g., attic stock).

10.8 Certification of Contract Completion

10.8.1 Partial Completion:

10.8.1.1 When items of Work cannot be completed until a subsequent date, the Owner may recommend that these items be deferred and the Owner may release payment to the Contractor, as determined in the sole discretion of the Owner. The Owner shall list deferred items on a Partial Certification of Contract Completion with the dates the items are to be completed.

10.8.1.2 The date that the Owner executes the Partial Certification of Contract Completion is the date that the warranty period commences, and retained funds may be released for that portion of the Work.

10.8.2 Final Completion:

10.8.2.1 When all items on the Owner's Punch List have been completed to the satisfaction of the Owner, all requirements of the Contract Documents have been completed, and the provisions of paragraphs 10.1 through 10.7 have been fulfilled, the Owner shall prepare and recommend execution of a Final Certification of Contract Completion.

10.8.2.2 The date that the Owner executes the Final Certification of Contract Completion is the date that the Work of the Contract is accepted (“Final Acceptance”). If a Partial Certificate of Contract Completion was not executed for the Contract, the date that the Owner executes the Final Contract Completion Certificate is the date that the warranty period commences, and retained funds may be released.

10.8.3 Notwithstanding any other provision of the Contract Documents, Final Acceptance pursuant to this paragraph 10.8 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.

10.9 Contractor Performance Evaluation

10.9.1 The Owner shall evaluate the Contractor's performance during the progress of the Work, at completion of a phase of the Project, completion of the Project, or any of the foregoing. The Owner shall retain the evaluation(s).

10.9.1.1 The Contractor may request a copy of the completed evaluation(s). If the Contractor wishes to comment or take exception to any rating or remark, the Contractor shall send a response in writing to the Owner within 30 days of receiving the evaluation(s).

10.9.1.2 The Owner may use the evaluation(s) in determining the responsibility of the Contractor for award of future Contracts.

ARTICLE 11 - INSURANCE AND INDEMNIFICATION

11.1 Contractor's Liability Insurance

11.1.1 The Contractor shall purchase and maintain liability and other insurance as will protect the Contractor from claims set forth below, which may arise out of, or result from, the Contractor's performance or obligations under the Contract Documents, whether due to action or inaction by the Contractor or any Person for whom the Contractor is responsible.

11.1.1.1 Claims under workers' compensation, occupational sickness or disease, disability benefit, and other similar employee benefit acts;

11.1.1.2 Claims for damages because of bodily injury, disease, illness, death, or personal injury, and other claims usually covered by bodily injury liability insurance;

11.1.1.3 Claims for damages because of injury to, or destruction of, property and other claims usually covered by property damage liability insurance.

11.1.2 The Contractor shall purchase and maintain a Commercial General Liability policy and Business Automobile Liability policy to provide insurance and limits as indicated below. An Umbrella or Excess Liability policy may be used to reach the required limits.

Policy Limits – Commercial General Liability

\$2,000,000	General Aggregate (minimum – see below)
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Occurrence Limit (minimum – see below)
\$1,000,000	Personal and Advertising Injury Limit
\$100,000	Fire Legal Liability Limit
\$10,000	Medical Payments

Policy Limits – Business Automobile

\$500,000	Combined Single Limit
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11.1.2.1 Contracts in the amount of \$100,000 or less require coverage in the amount of not less than \$2 million general aggregate and \$1 million per occurrence.

11.1.2.2 Contracts in excess of \$100,000, but not more than \$5 million, require coverage in the amount of not less than \$3 million general aggregate and \$3 million per occurrence.

11.1.2.3 Contracts exceeding the amount of \$5 million require coverage in an amount no less than \$5 million general aggregate and \$5 million per occurrence.

- .1 Policies shall be endorsed to provide that the General Aggregate Limit applies separately to each of the insured Contractor's projects.

11.1.3 For any demolition, blasting, excavating, tunneling, shoring, or similar operations, the Contractor shall provide and maintain Property Damage Liability insurance with a limit of liability equal to the limit as specified in the applicable sections of subparagraph 11.1.2.

11.2 Builder's Risk Insurance

11.2.1 The Contractor shall provide and maintain, during the progress of the Work and until the execution of the final Certification of Contract Completion by the Owner, a Builder's Risk insurance policy to cover all Work in

the course of construction including false-work, temporary buildings and structures, and 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, which 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.

11.2.1.1 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 must be authorized in writing by the Owner.

11.2.1.2 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.

11.2.1.3 Coverage shall include "soft cost endorsement" including, but not limited to, the reasonable extra costs of the Owner and reasonable Contractor extension or acceleration costs.

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

11.2.1.5 Coverage shall waive all rights between the Owner, the 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.

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

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

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

11.2.1.9 Coverage shall be primary to all other applicable insurance.

11.2.1.10 The Builder's Risk policy shall specifically permit and allow for Partial Occupancy by the Owner prior to execution of the final Certification of Contract Completion by the Owner and coverage shall remain in effect until all punch list items are completed.

11.2.1.11 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.

11.2.2 If the Contractor is involved solely in the installation of material and equipment and not in new building construction, the Contractor shall purchase and maintain a Builder's Risk, Builder's Risk-Renovations, or Installation Floater insurance policy. The policy must comply with the provisions of subparagraph 11.2.1.

11.3 Insurance Policy Requirements

11.3.1 Each policy of insurance required to be purchased and maintained by the Contractor shall name the State as an additional insured or loss payee, as applicable; provided, however, this designation shall not cause any claim between the Contractor and the State to be waived, except as set forth in paragraph 11.4.

11.3.1.1 Each such certificate of insurance 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.

11.3.1.2 For each insurance policy required by this Contract, the Contractor shall provide the Owner with 30 days' prior written notice of cancellation or non-renewal. Failure to comply with these reporting provisions shall constitute grounds for the Owner's termination of the Contract for cause pursuant to paragraph 12.3.

11.3.2 The Contractor shall furnish the Owner, when requested, a certified copy of any insurance or additional insured or loss payee endorsement required to be purchased or maintained by the Contract Documents. In no event shall failure of the Owner to demand a certified copy of any required insurance or endorsement be construed as a waiver of the obligation of the Contractor to obtain required insurance.

11.3.3 The Contractor shall maintain insurance in the required amounts, without interruption, from the date of execution of the Contract until the date of approval of the Certification of Contract Completion by the Owner. Failure to maintain the required insurance during the time specified shall be cause for termination of the Contract.

11.3.4 Insurance policies required to be purchased and maintained by the Contractor may include a reasonable loss deductible, which shall be the responsibility of the Contractor to pay in the event of loss.

11.3.5 The prompt repair or reconstruction of the Work resulting from an insured loss or damage is the Contractor's responsibility and shall be accomplished at no additional cost to the State.

11.4 Waivers of Subrogation

11.4.1 The Owner and the 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.

11.5 Indemnification for Injury or Damage

11.5.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and their respective officials, officers, consultants, agents, representatives, and employees, in both individual and official capacities (individually "Indemnified Party"; collectively "Indemnified Parties"), from and against all claims, damages, losses, and expenses (including the fees and charges of engineers, architects, construction managers, attorneys, and other professionals), direct, indirect, or consequential arising out of or in connection with the Project, but only to the extent caused by the negligence or willful act of the Contractor, or a person or entity for whom the Contractor may be liable, regardless of whether or not the claim, damage, loss or expense is caused in part by an Indemnified Party, but only to the extent that the claim, damage, loss or expense is not initiated or proximately caused by or resulting from the negligence of an Indemnified Party.

11.5.1.1 In the event of any injury, death, loss, damage, or related claims, the Contractor shall give prompt written notice to the Owner.

11.5.2 The Contractor's obligations under subparagraph 11.5.1 shall not negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to an Indemnified Party.

11.5.3 The Contractor's obligations under subparagraph 11.5.1 shall 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, or any insurance policy provided or required in connection with the Project.

11.6 Indemnification for Patent or Copyright Use

11.6.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Indemnified Parties from and against all claims, damages, losses, and expenses (including the fees and charges of engineers, architects, construction managers attorneys, and other professionals), direct, indirect, or consequential arising out of the Contractor's infringement of patent rights or copyrights.

11.7 Indemnification for Use of Electronic Files

11.7.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Indemnified Parties from and against all claims, damages, losses, and expenses (including, but not limited to, the fees and charges of engineers, architects, attorneys, and other professionals) arising out of, or related to the

Contractor's, or any other Person's use of electronic files, including, but not limited to, Computer-Aided Design ("CAD") or Building Information Modeling ("BIM") files (collectively "Electronic Files").

11.7.1.1 These Electronic Files are provided solely for the Contractor's convenience and use related to the Project. Any use of the Electronic Files shall be at the sole risk of the Contractor.

11.7.1.2 The Owner alone owns the Electronic Files and every right, title, and interest therein from the moment of creation.

11.7.1.3 The Electronic Files are not products.

11.7.1.4 The Contractor shall not use the Electronic Files for any purpose other than as a convenience for preparing Shop Drawings, Coordination Drawings, Record Drawings, or fabrication data for components, systems, and assemblies intended solely for use on the Project.

11.7.1.5 The State makes no warranties, either express or implied, of the merchantability or fitness of the Electronic Files for any particular purpose.

11.7.1.6 The Contractor understands and accepts that the Electronic Files may deteriorate or be inadvertently or otherwise modified without authorization of the State.

11.7.1.7 The State makes no representations as to compatibility, usability, or readability of the Electronic Files resulting from the use of software, application packages, operating systems, or computer hardware differing from those used to create the Electronic Files.

11.7.1.8 In the event of a conflict between the Contract Documents and the Electronic Files, the Contract Documents shall control, take precedence over, and govern the Electronic Files.

11.7.1.9 The Contractor alone is responsible to check, verify, and otherwise confirm the accuracy of data on the Electronic Files.

11.7.1.10 The Contractor shall not make any claims and hereby waives, to the fullest extent permitted by law, any claims or causes of action of any nature against the Indemnified Parties, which may arise out of, or in connection with, the use of the Electronic Files.

ARTICLE 12 - CONTRACT SUSPENSION AND TERMINATION

12.1 Suspension of the Work

12.1.1 The Owner, 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 the performance of the Work in whole or in part for such period of time as the Owner may determine.

12.1.1.1 If the Owner suspends the Work under this subparagraph 12.1.1 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.

12.1.1.2 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.

12.1.1.3 If the Owner suspends the Work under this subparagraph 12.1.1 and the Contractor submits a proper Contractor Payment Request, but 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.

12.1.2 The Owner, without prejudice to any other right or remedy it may have, may order the Contractor in writing to suspend, delay, or interrupt the performance of the Work in whole or in part for such period of time

as the Owner may determine for any of the following reasons: (1) Defective Work; (2) the Contractor is causing undue risk of damage to any part of the Project or adjacent area; (3) the Contractor fails to furnish or perform the Work in such a way that the complete Work will conform to the requirements of the Contract Documents; or (4) any other cause the Owner reasonably believes justifies a suspension.

12.1.2.1 The Owner's exercise of its right to suspend the Work under this subparagraph 12.1.2 shall not entitle the Contractor to any adjustment of the Contract Sum, Contract Time, or both.

12.1.2.2 If the Owner is adjudged to have improperly suspended the Work under this subparagraph 12.1.2, the suspension shall be deemed to have been a suspension under subparagraph 12.1.1.

12.1.3 Upon receipt of notice of suspension under this paragraph 12.1, 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 Owner, 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 Owner may require.

12.1.4 In the event of suspension under this paragraph 12.1, the Contractor may be entitled to payment of compensation due under the Contract Documents, upon submission of a proper invoice, for the Work performed prior to receipt of notice of suspension, which shall be payable based upon the Schedule of Values.

12.1.5 The Owner'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 Owner's exercise or failure to exercise the right shall not prejudice any of the Owner's other rights.

12.2 Termination for Convenience

12.2.1 The Owner 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.

12.2.2 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 Owner:

12.2.2.1 Cease operation as specified in the notice;

12.2.2.2 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;

12.2.2.3 Terminate all subcontracts and orders to the extent they relate to the Work terminated;

12.2.2.4 Proceed with Work not terminated; and

12.2.2.5 Take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

12.2.3 Upon termination, the Owner shall pay the Contractor in accordance with the Schedule of Values for Work completed, including any retained funds, and the value of materials ordered and delivered, less any salvage credit the Contractor may receive for them.

12.2.3.1 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.

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

12.2.4 If the Owner terminates the Work under this paragraph 12.2, the termination shall not affect the rights or remedies of the State against the Contractor then existing or which may thereafter accrue.

12.2.5 Notwithstanding subparagraph 12.2.3, if the Owner terminates the Work under this paragraph 12.2, but there exists an event of the Contractor's default, the Contractor shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default as provided in paragraph 12.3.

12.3 Termination for Cause

12.3.1 The Owner may terminate all or a portion of the Contract if the Contractor:

12.3.1.1 Fails to prosecute the Work with the necessary force or in a timely manner;

12.3.1.2 Refuses to remedy Defective Work;

12.3.1.3 Fails to supply enough properly skilled workers or proper materials;

12.3.1.4 Fails to properly make payment to Subcontractors or Material Suppliers;

12.3.1.5 Performs any services outside of the United States;

12.3.1.6 Permits its Subcontractors to perform any services outside of the United States; or

12.3.1.7 Disregards laws, ordinances, or rules, regulations, or orders of a public authority with jurisdiction over the Project.

12.3.1.8 During the term of any guaranty applicable pursuant to the Performance Contract, fails to comply with the terms of such guaranty.

12.3.2 If the Owner intends to exercise its termination rights under this paragraph 12.3, the Owner shall issue not less than 5 days' written notice to the Contractor and the Contractor's Surety in accordance with O.R.C. Section 153.17 ("5-Day Notice").

12.3.3 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 Owner 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.

12.3.4 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 Owner may complete the Work by means the Owner determines appropriate. The Owner may take possession of and use all materials, facilities, and equipment at the Site or stored off-site, for which the State has paid.

12.3.5 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.

12.3.6 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 Owner to complete the Work.

12.3.7 If the Owner terminates the Work under this paragraph 12.3, the termination shall not affect any rights or remedies of the State against the Contractor then existing or which may thereafter accrue. The Owner'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.

12.3.8 If the Owner is adjudged to have improperly terminated the Work under this paragraph 12.3, the termination will be deemed to have been a termination under paragraph 12.2.

12.4 Contractor Insolvency

12.4.1 Bankruptcy of Contractor:

12.4.1.1 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 frames provided by this paragraph 12.4 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. Contractor agrees to the granting of relief from the automatic stay of the Bankruptcy Code, 11 U.S.C. §362(a), to permit the Owner 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.

12.4.2 Receivership or Assignment for the Benefit of Creditors:

12.4.2.1 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 Owner shall serve written notice on the Contractor and the 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 13 - ACTION SUBMITTALS

13.1 Description

13.1.1 Shop Drawings, Product Data, Samples, and other submittals for the Owner's review and action shall be provided by the Contractor for any item required by the Contract Documents but not fully described in the Contract Documents, unless waived by the Owner, and include, but are not limited to:

13.1.1.1 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;

13.1.1.2 Capacities, types of materials and performance charts that are pertinent to the materials, and performance charts that are pertinent to the equipment item; and

13.1.1.3 Wiring diagrams, control diagrams, schematic diagrams, working and erection dimensions, arrangement and specifications.

13.1.1.4 If the Project is designed and constructed under the Leadership in Energy and Environmental Design ("LEED") Rating System developed by the U.S. Green Building Council or another rigorous rating system used to facilitate achievement of sustainability goals for the Project, the Contractor shall provide submittals certifying achievement of sustainable design rating system criteria for verification by a third party.

13.1.1.5 To facilitate the Building Commissioning process, the Contractor shall submit 4 sets of Operation and Maintenance Manuals for dynamic and engineered systems to the Owner, and the CxA if applicable, for approval. This submission shall occur within 30 days following approval of all related Contractor submittals required by the Contract Documents.

13.1.2 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.

13.2 Form of Submittals

13.2.1 The Contractor shall provide a transmittal letter, review and stamp its approval, and transmit the submittals to the Owner in accordance with a schedule established by the Owner and the Contractor.

13.2.1.1 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.

13.2.1.2 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 Owner the materials and equipment which the Contractor proposes to provide.

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

13.3 Variation from Contract Documents

13.3.1 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.

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

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

13.4 Contractor's Submittal Review

13.4.1 The Contractor shall review and stamp "approved" all submittals before forwarding them to the Owner. If it is apparent to the Owner that the Contractor has not reviewed the submittals, or has conducted an incomplete review, the Owner may reject the submittals.

13.4.1.1 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.

13.4.1.2 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.

13.4.2 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.

13.5 Owner's Submittal Review

13.5.1 The Owner 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 Owner and the Contractor.

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

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

13.5.1.3 The Owner may hold Samples and other submittals used to coordinate finishes, colors, patterns, textures, or other characteristics until submittals for adjacent materials are available. The Owner shall

issue a written notice to the Contractor stating that the submittal is being held, within 7 days of receiving it.

13.5.1.4 If coordinating submittals are not received within the period required for action on previously received submittals that are held in accordance with subparagraph 13.5.1.3, review of the previously received submittals shall be delayed.

13.5.2 The Owner's review of submittals is to determine if the items covered by the submittals will, after installation and incorporation into the Work, conform to the Contract Documents and be compatible with the design concept of the Project as a functioning whole.

13.5.2.1 The Owner's review shall not extend to means, methods, manners, techniques, sequences, nor procedures of construction, or to safety precautions or incident programs.

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

13.6 Risk of Nonpayment

13.6.1 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 Owner. If the Contractor starts Work before the Owner's final approval of the submittal, the Contractor does so at its own risk that payment shall not be approved or made by the Owner for the related Work.

13.7 Equipment Statement

13.7.1 Shop Drawings on equipment shall include the following written statement from the manufacturer of the equipment:

13.7.1.1 "This equipment submitted for approval shall perform as specified when installed by the Contractor 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."

13.7.2 This equipment statement shall not be required for Samples, Product Data, and other standard submittals that are not created specifically for this Project.

ARTICLE 14 - SUBCONTRACTORS AND MATERIAL SUPPLIERS

14.1 Evaluation and Approval

14.1.1 Within 10 days after the Notice to Proceed, or other period as mutually agreed by the Contractor and the Owner, the Contractor shall submit to the Owner, on forms provided by the Owner, 4 copies of the Contractor's list of proposed Subcontractors and Material Suppliers.

14.1.2 Within 3 business days after receiving the Subcontractor and Material Supplier Declaration forms, the Owner shall verify that the forms are complete. If the Owner finds the forms are incomplete, the Owner shall return them to the Contractor with no action and identify corrective action the Contractor shall perform prior to resubmitting the forms. If the Owner returns such incomplete forms to the Contractor, the Contractor, within 10 days of receipt thereof, shall resubmit the forms with revisions complying with the corrective action identified by the Owner.

14.1.3 Upon receipt of the forms, the Owner shall perform an initial review of each Subcontractor and Material Supplier listed. Within 10 days after receiving the forms, the Owner shall make an initial determination of the status of each Subcontractor and Material Supplier listed, and provide a written notice to the Contractor. The status of each Subcontractor and Material Supplier shall be one of the following.

14.1.3.1 Approved, indicating that the Subcontractor or Material Supplier is approved for use on the Project.

14.1.3.2 Extended Review, indicating that the Owner may have an objection or concern regarding a listed Subcontractor or Material Supplier. The Owner shall then undertake an extended review for which an additional 10 days beyond the original deadline shall be automatically provided.

- .1 Upon completing the extended review, the Owner shall issue a written notice to the Contractor confirming the status of the Subcontractor or Material Supplier as either approved or rejected.

14.1.3.3 Rejected, indicating that the Owner does not approve a listed Subcontractor or Material Supplier for use on the Project. Before making a determination to reject any listed Subcontractor or Material Supplier, the Owner shall complete a review similar to the review performed in the RFP evaluation, which includes written documentation as to the reason or reasons that the Subcontractor or Material Supplier was rejected.

14.1.4 If the Owner rejects any Subcontractor or Material Supplier, the Contractor shall propose a replacement of such Subcontractor or Material Supplier, within 10 days of the receipt of the rejection, at no additional cost to the State, which proposal shall be reviewed in accordance with paragraphs 14.1.2 and 14.1.3.

14.2 Replacement and Corrections

14.2.1 The Contractor shall not replace any Subcontractor or Material Supplier after execution of the Contract without the prior written approval of the Owner.

14.2.1.1 The Contractor shall submit to the Owner amended Subcontractor and Material Supplier Declaration forms and written justification for additions to or changes in their list of Subcontractors and Material Suppliers.

14.2.1.2 The Contractor shall submit amended forms to the Owner whenever any listed information changes for the Contractor's Subcontractors or Material Suppliers.

14.2.1.3 Upon submission of such amended forms, the Contractor, the Owner shall follow the procedure outlined in paragraphs 14.1.2, 14.1.3, and 14.1.4.

14.3 Contractor's Responsibility

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

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

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

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

14.4 Warranty and Guarantee

14.4.1 The Contractor shall require each Subcontractor and Material Supplier to fully warrant and guarantee, for the benefit of the Owner, the effectiveness, fitness for the purpose intended, quality, and merchantability of any Work performed or item provided or installed by the Subcontractor or Material Supplier.

14.5 Assignment of Subcontracts

14.5.1 The Contractor hereby assigns its agreement with each Subcontractor and Material Supplier to the Owner provided that the assignment is effective only after termination of the Contract by the Owner for cause and

only for those agreements which the Owner accepts by notifying the Contractor and applicable Subcontractor or Material Supplier in writing.

14.6 Prompt Payment

14.6.1 The Contractor shall make payments to Subcontractors and Material Suppliers in accordance with Applicable Law, including O.R.C. Section 4113.61 that include, without limitation, the requirements described under this subparagraph 14.6.1.

14.6.1.1 If a Subcontractor or Material Supplier 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, an amount equal to the percent of completion allowed by the Owner 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.

14.6.1.2 The Contractor may reduce the amount to be paid to a Subcontractor or Material Supplier pursuant to subparagraph 14.6.1.1 by the amount of any funds retained from the Contractor and withhold amounts necessary to resolve disputed liens or claims involving the Work of the Subcontractor or Material Supplier.

14.6.1.3 If the Contractor fails to comply with this subparagraph 14.6.1, the Contractor shall pay to the applicable Subcontractor or Material Supplier 18 percent interest, compounded annually, on any unpaid amount beginning on the 11th day after receipt of payment from the State.

14.6.2 In order to establish lien rights, Subcontractors and Material Suppliers shall comply with Applicable Law, including O.R.C. Sections 1311.26, 1311.261, and 1311.29.

14.6.3 In the event that the Owner receives a Claim Affidavit from a Subcontractor or Material Supplier, it shall proceed as required by Applicable Law, including O.R.C. Sections 153.63 and 1311.31.

14.6.4 Laborers, Subcontractors, and Material Suppliers may secure payment rights in accordance with Applicable Law, including O.R.C. Section 153.56.

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END OF DOCUMENT

**Project DAS-11N006
Energy Conservation Project
Hocking College
Nelsonville, Hocking County**

ECM AND ENERGY SAVINGS GUARANTEE REQUIREMENTS

5.1 Overview:

It is the Owner's intent to select a Contractor based on the evaluation as described in Part Three of the RFP. Once selected, the Contractor and the Owner will agree to the energy and water conservation measures (ECMs and/or WCMs) to be installed by the Contractor and their associated installation costs and guaranteed energy cost savings.

Based on the final selection of the ECMs and/or WCMs, it is further the Owner'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 and/or WCMs. The Performance Contract is attached to the RFP as Attachment 14. The ECM and/or WCM descriptions, cost and savings information provided in Attachments 9 and 10 of the RFP 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 in effect for a period not to exceed the time frame necessary to assure the energy savings projected based on the information in Attachments 9 and 10 of the RFP Proposal. A portion of the Service Agreement will stipulate that the Contractor guarantee the energy and water savings projected to the Owner for the term of the Service Agreement based on the final ECM and WCM selection. 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 and water guarantee performance and the analysis necessary to demonstrate the Owner's energy and water performance annually against a baseline energy and water 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 RFP Proposal.

The Contractor will be required to initiate services on [Insert Date] with the guarantee and term to commence at the conclusion of the installation period as defined in the Contract Documents. In the event that Contract finalization, with the selected Contractor, is not completed in time for a [Insert Date] transfer, the Owner and the Contractor will agree to a starting date for service and the Owner will extend the existing service agreement until that time.

5.2 Energy and Water Conservation Measure and Projected Energy Cost Savings Development:

Each ECM and WCM 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/WCM Name
- b. ECM/WCM Description
- c. Brief scope of work anticipated
- d. Energy and water savings calculations, with assumptions and methodology
- e. Base year energy and water cost savings for electrical demand, electrical consumption, natural gas, water, sewer, and total
- f. Projected operations, capital cost avoidance, 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 [Insert Location], Ohio)
- h. Interaction effects with other ECMs proposed
- i. Installation cost
- j. Simple payback period, based on energy cost savings only (do not include operations and maintenance savings)

Attachment 10, the Cost and Savings Summary and Certification, 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 represents the totals of the Attachment 9 information for all ECMs and WCMs proposed, including interactions, and the Project Cash Flow Projection included on the form is a summary based on certain financial assumptions, provided below, over a 10 year period of projected financing. Do not include the cost of the Service Agreement in the projections.

5.3 Energy and Water Conservation Measure Associated Operations and Maintenance Savings:

During the initial evaluation of the Offeror's RFP Proposal, the projected value, if any, of annual impact of the ECMs and WCMs on operation and maintenance costs will not be included in the financial performance of the Project. The Owner would like to review any projected operations and maintenance savings associated with an ECM or WCM, and may request, during the evaluation period that the operations and maintenance savings be included in the Project performance summary.

5.4 Projected Energy Cost Inflation:

For the purposes of Attachment 10, the annual energy cost inflation rate to be used for the cash flow summary is 5% per year for the Project term. This inflation factor is to be utilized for demand and consumption factors equally.

For the base line savings calculations the current rates provided from the utility information in Attachment 3 are to be utilized. If the Offeror, based on their independent evaluation, determines that rates different than those provided are more appropriate, the rates the Offeror calculates may be used. The rates used and their validity are subject to evaluation as part of the RFP Proposal Evaluation process.

5.5 Financing Rate

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.

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.

5.6 Energy Guarantee

The annual energy cost savings is to be calculated in the following manner for the purposes of the energy savings guarantee and the presentation of actual energy cost savings. The intent of this calculation method is to make the guarantee inflation risk neutral to the Contractor and to guarantee the Owner energy consumption reduction.

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.

Step 1.

Accumulate the last year's utility bills from all meters affected by the ECMs and WCMs installed and evaluate the invoices to provide actual units of demand and consumption.

Step 2.

Make variable adjustments to the units as per the variable adjustment in Attachment 5 - 5.2.g and Attachment 9 for the affected ECMs and WCMs.

Make adjustments to the units for verifiable changes in operation or use of the facility or for expansion or reduction of the campus area on existing utility meters, if any.

Step 3.

Multiply the adjusted units from Step 2 by the Base Year utility rates to determine the utility cost in base year dollars. Subtract this amount from the Base Year utility cost, prior to the ECM or WCM implementation. This is to be greater or equal to the Guaranteed Savings for the Energy Guarantee.

Step 4.

Multiply the adjusted units from Step 2 by the most recent year's utility rates to determine the total current utility cost after adjustment.

Step 5.

Multiply the Base Year units of consumption, prior to ECM or WCM implementation, by the most recent year's utility rates and subtract the total from Step 4 to find the most recent years savings attributable to the ECM or WCM implementation, at the current utility rates.

Attachment 6 - Offeror Profile and Information Form



Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project DAS-11N006
Energy Conservation Project
Hocking College
Nelsonville, Hocking County**

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 _____ Years with Co. _____

Name _____ Title _____ Years with Co. _____

Name _____ Title _____ Years with Co. _____

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 Offerors 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 their 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; and
- (15) Disclosure of any liquidated damages and/or Statutory Delay Forfeiture assessed.
- (16) Disclosure and confirmation that all apprentices used by the Offeror on the Project are trained in a program approved by the United States Department of Labor or the Ohio Apprenticeship Council.
- (17) 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 Offeror’s of this policy.

Management: Identify individuals assigned to this Project.

Principal	_____	Years with Firm	_____	Total Years of Experience	_____
Project Manager	_____	Years with Firm	_____	Total Years of Experience	_____
Field Superintendent	_____	Years with Firm	_____	Total Years of Experience	_____

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 _____

-- remainder of page left blank intentionally --

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.

- 1. Principal business location of Contractor:

Address

City, State, Zip

- 2. 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

City, State, Zip

Address

City, State, Zip

Address

City, State, Zip

- 3. 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

City, State, Zip

Address

City, State, Zip

Address

City, State, Zip

Attachment 7 - Offeror Reference Form

Ohio Department of Administrative Services
General Services Division
State Architect's Office ▪ 4200 Surface Road ▪ Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project DAS-11N006
Energy Conservation Project
Hocking College
Nelsonville, Hocking County**

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 _____

Attachment 8 – Personnel Profile Summary

Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project DAS-11N006
Energy Conservation Project
Hocking College
Nelsonville, Hocking County**

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).

Attachment 9 – Energy and Water Conservation Measure (ECM/WCM)



Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

Project DAS-11N006 Energy Conservation Project Hocking College Nelsonville, Hocking County

ECM/WCM Number _____ ECM/WCM Name _____

Brief description of ECM/WCM and associated Scope of Work

Equipment to be installed

Estimated Useful Life _____

Warranty Period Parts and Labor _____ Parts only _____

Key Assumptions

Energy/Water/Wastewater Cost Savings (attach calculations to this form)

Electrical Demand	_____ kwd @	\$ _____ /kwd/mo	Annual Savings	\$ _____
Electrical Consumption	_____ kwh @	\$ _____ /kwh	Annual Savings	\$ _____
Natural Gas Consumption	_____ mcf @	\$ _____ /mcf	Annual Savings	\$ _____
Water and/or Wastewater Consumption	_____ gal @	\$ _____ /gal	Annual Savings	\$ _____
Sewer Reduction	_____ gal @	\$ _____ /gal	Annual Savings	\$ _____
Bonded Electric Rate	_____ kwh	\$ _____ /kwh	Annual Savings	\$ _____
Biological Organic Deposit and Solid Waste Reduction	_____ mg/l	\$ _____ /mg/l	Annual Savings	\$ _____
			Total Annual Savings	\$ _____

Installation Cost \$ _____

Simple Payback Period _____ years

Describe anticipated impact, if any, on annual Capital, Operations and Maintenance cost:

Describe interactions, if any, with other ECMs/WCMs proposed:

Have interactions been accounted for in the Energy and Water Cost Savings calculations? Yes No

For purposes of the Energy/Water Savings Guarantee, is this ECM/WCM 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/WCM?
 Yes No If Yes, describe:

Note: Provide an Attachment 9 for each Energy/Water Conservation Measure proposed.

Project Cash Flow Projection

Year	Installation Costs (a)	Energy/Water Cost Savings (b)	Cash Flow for year	Cash Flow cumulative
Base				
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Cash flow projection notes:

- (a) Refer to Attachment 5, Paragraph 5.5, for financing rate to utilize this projection.
- (b) Refer to Attachment 5, Paragraph 5.4, for utility information rate to utilize for this projection.
- (c) Project must achieve positive cumulative cash flow in or prior to year 15.

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: Guaranteed Minimum Annual Energy/Water Cost Savings \$ _____

ITEM 1: Number in Words _____

ITEM 2: Fixed Total Installation Cost of Energy/Water Conservation Measures \$ _____

ITEM 1: Number in Words _____

ITEM 3: Project Time, in number of consecutive days _____

ITEM 1: Number in Words _____

ALTERNATE 1 NAME

ITEM 1 Add θ _____ Delete θ _____ Number in dollars \$ _____

ITEM 1 Number in words _____

ITEM 2 Add θ _____ Delete θ _____ Number in dollars \$ _____

ITEM 2 Number in words _____

ITEM 3 Add θ _____ Delete θ _____ Number in years _____

ITEM 3 Number in words _____

ITEM 4 Add θ _____ Delete θ _____ Number in days _____

ITEM 4 Number in words _____

ALTERNATE 2 NAME

ITEM 1 Add θ _____ Delete θ _____ Number in dollars \$ _____

ITEM 1 Number in words _____

ITEM 2 Add θ _____ Delete θ _____ Number in dollars \$ _____

ITEM 2 Number in words _____

ITEM 3 Add θ _____ Delete θ _____ Number in years _____

ITEM 3 Number in words _____

ITEM 4 Add θ _____ Delete θ _____ Number in days _____

ITEM 4 Number in words _____

ALTERNATE 3 NAME

ITEM 1 Add θ _____ Delete θ _____ Number in dollars \$ _____

ITEM 1 Number in words _____

ITEM 2 Add θ _____ Delete θ _____ Number in dollars \$ _____

ITEM 2 Number in words _____

ITEM 3 Add θ _____ Delete θ _____ Number in years _____

ITEM 3 Number in words _____

ITEM 4 Add θ _____ Delete θ _____ Number in days _____

ITEM 4 Number in words _____

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.

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	_____	_____
Where incorporated	_____	_____
Federal Tax ID	_____	_____
Contact Person	_____	_____
Contact Phone Number	_____	_____
Contact Fax Number	_____	_____
Contact E-mail Address	_____	_____

Attachment 11 - Service Agreement Cost Summary Form

Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project DAS-11N006
Energy Conservation Project
Hocking College
Nelsonville, Hocking County**

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 [MM, DD, YYYY], 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 [YYYY].

	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		

Attachment 12 - Wage Rate Requirements

Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project DAS-11N006
Energy Conservation Project
Hocking College
Nelsonville, Hocking County**

PREVAILING WAGE RATES

1.1 Payment of Prevailing Wage Rates

1.1.1 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.

1.1.2 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.

1.1.3 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.

1.1.4 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.

1.1.5 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.

1.2 Prevailing Wage Rate Revisions

1.2.1 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/>.

1.2.2 The Contractor shall pay any revised wage rates issued during the term of the Contract.

1.3 Payroll Schedule

1.3.1 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.

1.4 Payroll Reports

1.4.1 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.

1.4.1.1 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.

1.4.1.2 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.

1.4.1.3 Each payroll report shall list each fringe benefit and state if it is paid as cash to the employee or to a named plan.

1.4.1.4 The Contractor and its Subcontractors shall submit apprenticeship agreements for all apprentices utilized on the Project.

END OF DOCUMENT

Attachment 13 - Contracting Definitions

Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

Ohio DAS
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Phone 614.466.4761

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.
Acceptable Component	A component listed in the Specifications after the Basis of Design Component.
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, which includes overhead and profit 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 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 on the Project.
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.
Basis of Design or BOD	A document that records the concepts, calculations, decisions, and product selections used to meet the Owner's Project Requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
Basis of Design Component	A component listed first in the Specifications.
Building Information Model or BIM	A digital representation of physical and functional characteristics of a facility; a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle, which is defined as existing from earliest conception to demolition. The term BIM may be used as a <i>noun</i> to describe a single model or multiple models used in the aggregate. The term BIM may also be used as a <i>verb</i> in the context of Building Information

	Modeling or Management, the process of creating, maintaining, and querying the model.
Certification 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 and release of retainage. This form may also be used to document partial completion.
Certified 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 the Contractor, in favor of a Person supplying labor, materials, or services for the value of labor, materials, or services supplied.
Commissioning Agent or CxA	The Person identified by the Contracting Authority who leads, plans, schedules, and coordinates the commissioning team to implement the Commissioning Process for the Project.
Commissioning Plan	A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the Commissioning Process.
Commissioning Process	A quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems are planned, designed, installed, tested, operated, and maintained to meet the Owner's Project Requirements.
Commissioning Report	A document that records the activities and results of the Commissioning Process. The Commissioning Report is developed from the final Commissioning Plan with its attached appendices.
Construction Progress Schedule	The critical path 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, Subcontractors, Material Suppliers, the Engineer, the Contracting Authority, and the Owner; and the Contractors' resource and cost loading information; 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, (a) all governmental authorities have given final, written approval of the Work, (b) a final unconditional

certificate of occupancy has been granted and issued to the Owner by the appropriate governmental authorities, (c) the Contractor's Work is 100 percent complete, and (d) all Punch List items have been completed or corrected, and (e) 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, but not limited to, the Request for Proposals, Drawings, Specifications, Addenda if any, General Conditions of the Contract, Wage Rates; and the executed Performance Contract, Service Agreement, Performance Bond, Guarantee Bond, and amendments if any.
Contract Form, Performance	The form furnished by the Contracting Authority that, when completed and signed by the Contractor and the Contracting Authority, and approved by the Attorney General, evidences entry into the Performance Contract.
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 Ohio Department of Administrative Services, acting by and through the General Services Division, State Architect's Office.
Contractor	A Person, which is party to the Contract for the performance of Work on the Project in cooperation with Separate Contractors and Persons, and in accordance with the Contract Documents.
Contractor Payment Request	The form furnished by the Contracting Authority 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 Contractor as a condition precedent to the Engineer issuing the Engineer's Punch List.
Coordination Drawings	Drawings and electronic files prepared by the Contractors to demonstrate how multiple-system and interdisciplinary work will be coordinated. Clash reports generated by BIM authoring software may be included in the Coordination Drawing submittals if applicable.
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 Engineer'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.

Department	The Ohio Department of Administrative Services, the authorized contracting agent for public improvement Projects in accordance with Ohio Revised Code Chapters 123, 153, and 156 acting by and through the General Services Division, State Architect’s Office.
Dispute Review Board	A form of Alternative Dispute Resolution that is typically comprised of three members, selected jointly by the Contractor and the Contracting Authority, to monitor the progress of construction and provide recommended resolutions to disputes that are brought before them.
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.
Engineer	A permanent employee of the Contracting Authority, who is a licensed professional engineer under O.R.C. Chapter 4733, assigned to the Project and authorized to perform specific responsibilities.
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 Acceptance	The Contracting Authority’s acceptance of the Work performed by the Contractor after certification by the Engineer of Contract Completion.
Final Inspection	The final review of the Work of the Contractor by the Engineer 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 for projects of the Contract currently in effect, which may be modified by the Department 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, the Federal Water Pollution Control Act,

the Resource Conservation and Recovery Act, the Clean Air Act, the Hazardous Materials Transportation Uniform Safety Act, the 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.

install	Put into use or place in final position, complete and ready for intended service or use.
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, or any applicable portion of the work on or prior to any Milestone date stated on the Contract Form.
Material Supplier	A Person who furnishes materials or supplies on the Project.
mediation	A voluntary process in which a neutral third party meets with the parties who have a disagreement or dispute and attempts to facilitate a mutually satisfactory resolution.
Milestone	A significant date or event in the development of the Work identified in the Contract Documents and illustrated on the Construction Progress Schedule.
negotiation	A form of Alternative Dispute Resolution in which all parties involved are represented by those invested with the authority to agree to a determination of an adjustment in the Contract Sum, Contract Time, or both.
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.
Offeror	A Person that submitted a Proposal.
Owner	[Insert the name of the facility owner]
Owner’s Project Requirements or OPR	A written document that details the functional requirements of the Project and the expectations of how it will be used and operated. These include project goals, measureable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.

Partial Occupancy	The condition that occurs when the Owner occupies or uses a portion of the Project prior to Contract Completion, temporary occupancy is approved by authorities having jurisdiction, and items of Work cannot be completed until a subsequent date.
Performance Bond	A performance and payment bond in the format specified by Ohio Revised Code Section 153.57 submitted by the Contractor to provide assurance that the Contractor will perform the Work of the Contract, including making required payments to Subcontractors and Materials Suppliers.
Performance Contract	That certain agreement by and between the Contracting Authority and the Contractor titled “Performance Contract”.
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.
Person	An individual, corporation, business trust, estate, partnership, association, or other public or private entity.
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	A public improvement, of which the Work performed under the Contract Documents may be the whole or a part.
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 Contractor’s As-Built Documents. They consist of the “Record Drawings” and “Record Project Manual,” the Certification of Contract Completion (as complete), Contractor’s Warranty, Manufacturers’ Warrantees, Certificate(s) of Occupancy, approved shop drawings and other action submittals, Field Work Orders, Proposal Requests, Requests for Interpretation, Addenda, Change Orders, Balancing Reports, and the final version of the approved Construction Progress Schedule.
Request for Change Order	A written notice from the Contractor accompanied by a Proposal for a change in the Work.
Request for Interpretation	A written request to the Engineer 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, a Subcontractor, or a Material Supplier 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.
State	The state of Ohio, acting by and through the Ohio Department of Administrative Services, General Services Division, State Architect’s Office, on behalf of the Owner, which Department serves as the contracting agent as authorized by Ohio Revised Code Chapters 123, 153, and 156.
State Architect	The public official who exercises the duties and responsibilities of the position of the State Architect and who administers the State Architect’s Office.
State Architect’s Office or SAO	An office in the Ohio Department of Administrative Services which acts under the authority of the Director of Administrative Services to administer capital improvement Projects.
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.
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 Basis of Design or Acceptable Component specified in the proposed Contract Documents.
Surety	A Person or Persons providing a Performance Bond or a Guarantee Bond to the Contractor to indemnify the State against all direct and consequential damages suffered by failure of the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers, as applicable, or of the Contractor to achieve the energy conservation savings stated in the Contractor’s Proposal.

- Systems Manual** A system focused composite document that includes the operation manual, maintenance manual, and additional information of use to the Owner after they begin using the facility.
- 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.

END OF DOCUMENT

Attachment 14a - Performance Contract Form

Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

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Phone 614.466.4761

**Project DAS-11N006
Energy Conservation Project
Hocking College
Nelsonville, Hocking County**

This Performance Contract, as evidenced by this Contract Form, made by and between:

[Insert Contractor]

(the "Contractor") and Hocking College (the "Owner").

WHEREAS, pursuant to Ohio Revised Code ("O.R.C") Chapter 3345, the Owner may implement Energy Conservation Measures ("ECM") and Water Conservation Measures ("WCM") to significantly reduce the operating costs and energy and water consumption of its buildings; and

WHEREAS, in compliance with O.R.C. Chapter 3345, the Owner and the Contractor desire to enter into this Performance Contract for the installation and implementation of ECMs and WCMs 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 WCMs 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 **Oct. 6, 2011**
 - Exhibit 2: RFP Addendum Issued *[Insert Date]*

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 DAS-11N006
Energy Conservation Project
Hocking College
Nelsonville, Hocking 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 Owner 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 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 Owner 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 Owner 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 Owner. The application shall include a description of each ECM or WCM installed or implemented, scheduled value of the work performed, and percentage of completion for each ECM or WCM. Before any OAQDA funds will be released from escrow, the selected escrow agent must receive a fully executed Contractor Payment Request from the Owner. The Owner 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 Owner 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 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 *[Insert number of days]* consecutive days, following the date of the Notice to Proceed, unless an extension of time is granted by the Owner 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 Owner 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 Owner 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 Owner 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

<u>Contract Sum</u>	<u>Amount per day</u>
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 Owner’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 Owner, 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 either a Guarantee Bond or assurances acceptable to the Owner 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 Owner 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 Owner, 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 Owner.
- 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 Owner 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.

7.6 The Contractor represents and warrants that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization ("DMA")." The Contractor further represents and warrants that it has either (1) registered with the Ohio Business Gateway ("OBG") to file for DMA pre-certification or (2) has provided or shall provide its DMA to the Owner prior to execution of this Contract Form. If these representations and warranties are found to be false, the Contract is void and the Contractor shall immediately repay to the Owner any funds paid under this Contract.

SIGNATURE PAGE

Project DAS-11N006
Energy Conservation Project
Hocking College
Nelsonville, Hocking County

IN WITNESS WHEREOF, the parties hereto have executed this Performance Contract.

CONTRACTOR

Date: _____ By: _____

(Authorized Signature)

(Print or type Contractor Name)

(Print or type Signatory Name)

(Print or type Signatory Title)

OWNER
Hocking College

Date: _____ By: _____
Board Chair

Date: _____ By: _____
President

TREASURER'S CERTIFICATION

This signature certifies the amount required to meet the obligation in the fiscal year in which the Contract is made, has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

By: _____ Date: _____

OHIO ATTORNEY GENERAL
Approved as to Form

Date: _____

By: _____
Assistant Attorney General

END OF DOCUMENT

Attachment 14b – Performance and Payment Bond Form

Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project DAS-11N006
Energy Conservation Project
Hocking College
Nelsonville, Hocking County**

(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 _____ (Address)
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:

x _____

By: _____

Title: _____

SURETY:

x _____

By: _____
Attorney-in-Fact

SURETY INFORMATION:

Street

City State Zip

Telephone Number

SURETY AGENT'S INFORMATION:

Agency Name

Street

City State Zip

Telephone Number

END OF DOCUMENT

Attachment 15a - Service Agreement

Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

Hocking College Energy Conservation Project

This Service Agreement (this "Service Agreement" or this "Agreement") is made by and between:

[Contractor]

(the "Contractor") and Hocking College (the "Owner").

WHEREAS, pursuant to Ohio Revised Code ("O.R.C") Chapter 3345, the Owner may implement Energy Conservation Measures ("ECM or WCM") and Water Conservation Measures ("WCM") to significantly reduce the operating costs and energy and water consumption of its buildings; and

WHEREAS, in compliance with O.R.C. Chapter 3345, the Contractor and the Owner executed a Performance Contract dated *[Insert Date]* ("Performance Contract") for the installation and implementation of ECMs and WCMs 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 WCMs 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 the Contractor's representations that the work included herein is necessary for the 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 the 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 The Owner shall notify the Contractor, or its designated Subcontractor, within two business days after the Owner's actual knowledge of:
 - 3.2.1 Malfunction in the operation of an ECM or WCM or any preexisting energy-related equipment that the Owner reasonably determines might materially impact the Guaranteed Savings;
 - 3.2.2 Interruption or alteration to the energy supply to the Site that the Owner reasonably determines might materially impact the Guaranteed Savings;
 - 3.2.3 Alteration or modification in any energy-related equipment or its operation that the Owner reasonably determines might materially impact the Guaranteed Savings; or
 - 3.2.4 An emergency condition affecting the ECM or WCM that the Owner reasonably determines might materially impact the Guaranteed Savings.
- 3.3 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.-2 above.
- 3.4 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 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.
 - 4.2.5 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.
 - 4.2.6 Work collaboratively with the Owner's administrative, academic, and maintenance staff to avoid labor related and other types of disputes.
 - 4.2.7 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.
 - 4.2.8 Be solely responsible for the acts of its employees and agents while on the Owner's premises.
 - 4.2.9 Maintain sole responsibility for any Hazardous Material the Contractor may bring to the Site.
 - 4.2.10 Within 1 day, respond to notice given by the Owner under paragraph 3.2 herein and promptly thereafter proceed with corrective measures and/or cooperate with the Owner with respect to any emergency corrective measures already commenced.
 - 4.2.11 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.
 - 4.2.12 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.

- 4.2.13 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.
- 4.2.14 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.
- 4.2.15 Immediately notify the 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 the 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 *[MM, DD, YYYY]* and concluded on June 30, *[Insert Final Year of Current Biennium]*. 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 *[Insert Contract Term]* 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 the Owner incurs out-of-pocket costs for time and materials in connection with emergency attention to a malfunction in the operation of an ECM or WCM, provided the Owner

complies with the terms of paragraph 3.2 hereof, Contractor shall reimburse the Owner for such costs promptly upon request therefor. In the Owner's sole discretion, the Owner may offset against any sums due hereunder any such costs billed but not yet paid by the 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 3.2 above, as applicable. The Owner shall receive credit due for malfunction of an ECM or WCM, 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 work cooperatively with the Owner 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.

- 7.5.3 The Contractor and the Owner may agree upon further remedial work on the existing ECM or WCMs at no cost to the Owner to meet a potential savings shortfall for the subsequent guarantee year.
- 7.5.4 The Owner may elect to use a combination of the methods set forth in 7.5.1, 7.5.2, and/or 7.5.3.
- 7.6 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 OR WCM 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 or WCMs if such addition will materially adversely affect the Actual Energy Savings or materially impair the originally intended function or use of the ECM or WCM.
- 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 WCM 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 or WCM 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 or WCM from damage or harm and shall provide the Contractor with any notice required by paragraph 3.2 hereof.

9.3 During the term of this Service Agreement, the Contractor may, with the Owner's prior written approval, change the ECM or WCM, revise any procedures for the operation of the ECM or WCM, 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 or WCM, 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 WCM, or operational changes or new procedures shall be the Contractor's sole responsibility.

9.4 All modifications, additions, or alterations made to the ECM or WCM under this Article 9, ECM or WCM Modification, Alteration, or Upgrading, shall become part of the ECM or WCM 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 or WCM.
- 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 or WCM 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 12.6 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 the Contractor terminates this Service Agreement other than in accordance with paragraph 12.6 hereof, the Contractor irrevocably consents to accept the 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 recalculated. The Contractor shall work cooperatively with the Owner's representative to assist the Owner in determining the final 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 "Hocking College 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 the 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 the 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 the 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 the Owner reveals a deficiency in any calculation relating to the amount of Actual Energy Savings, the Contractor shall pay the 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, the Contractor shall also pay interest on the deficiency, starting on the date the relevant energy savings summary was submitted to the Owner, plus the 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 Web site, <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 represents and warrants that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered “no” to every question on the “Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization”. The Contractor further represents and warrants that it has provided or will provide such to the Owner and/or the Ohio Business Gateway (<http://business.ohio.gov>) prior to execution of this Agreement. If these representations and warranties are found to be false, the Contract is void ab initio and the Contractor shall immediately repay to the Owner any funds paid under this Agreement.
- 23.3 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.
- 23.4 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 [INSTITUTION'S SECURITY]

- 24.1 Whenever the Contractor arrives on the Owner's property to perform Work under this Service Agreement, the Contractor shall report to Hocking College [Institution's 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

Mr. Ron Mash
Director of Maintenance and Grounds
Hocking College
3301 Hocking Parkway
Nelsonville, OH 45764-9588

Contractor

[Contact Name]
[Title]
[Company Name]
[Street Address]
[City, State ZIP]

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

[Insert Legal Name of Contractor]

Date: _____

By: _____
(Authorized Signature)

Name: _____

Title: _____

OWNER

Hocking College

Date: _____

By: _____
Board Chair

Date: _____

By: _____
President

TREASURER’S CERTIFICATION

This signature certifies the amount required to meet the obligation in the fiscal year in which the Contract is made, has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

By: _____ Date: _____

OHIO ATTORNEY GENERAL

Approved as to Form

By: _____ Date: _____
Assistant Attorney General

Attachment 15b - Guarantee Bond

Ohio Department of Administrative Services
General Services Division
State Architect's Office ▪ 4200 Surface Road ▪ Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project DAS-11N006
Energy Conservation Project
Hocking College
Nelsonville, Hocking County**

GUARANTEE BOND

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

_____, as Principal, at _____

_____ (Address)

and _____ as Surety, are hereby held and firmly

bound unto the State of Ohio, as Obligee, in the penal sum of *[Insert Amount]* 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 *[Insert Name of Institution]* dated *[Insert Contract Execution Date]* 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 *[Insert Project Number]*), 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:

_____ Street

_____ City State Zip

_____ Telephone Number

SURETY AGENT'S INFORMATION:

_____ Agency Name

_____ Street

_____ City State Zip

_____ Telephone Number

Attachment 15c - Service Scope of Work

Ohio Department of Administrative Services
General Services Division
State Architect's Office ▪ 4200 Surface Road ▪ Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

Project DAS-11N006 Energy Conservation Project Hocking College Nelsonville, Hocking County

SCOPE OF HVAC WORK

- 1) Provide preventive maintenance on the equipment involved in the proposed ECMs.
- 2) Contracting Authority may modify the scope of work to include additional equipment, delete some or all the equipment involved in the proposed ECMs.

EQUIPMENT MAINTENANCE SERVICE

A. Equipment Included.

1. Equipment involved in the proposed ECMs
2. Additional equipment not part of the proposed ECM's yet identified by Contracting Authority to be included.

B. Equipment Not Included.

1. Maintenance Work, 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. Work 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 its possession the manufacturer's specified maintenance and repair procedures and complete parts lists for all equipment to be maintained.
3. As Work is 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. 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.

5. The type of data and information recorded shall include, but is not limited to, the following:
 - a. Type of maintenance (preventive or emergency repair)
 - b. Date of service
 - c. Description of Work performed
 - d. Resultant effect in operating condition, if any
 - e. Proposed follow-up, if any
 - f. Name of repairperson
 - g. Time involved for emergency repair work
 - h. List any parts, name and number, installed

D. 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 provide and maintain a parts box which shall be located in the [\[Insert Location\]](#). 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.

E. MAINTENANCE PROCEDURES AND RECORDS

1. 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.
2. As Work is due, the Contractor shall issue, to its 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.
3. 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.
4. 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 report shall include budget figures.

F. PREVENTIVE MAINTENANCE AND EMERGENCY SERVICE CALLS

1. The Contractor shall schedule and perform the preventive maintenance Work on no less than a monthly basis.
 - a. After each service call, a service report shall be left with the Owner, detailing the Work provided.
2. 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.
 - a. 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.
 - b. 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.
 - c. Emergency service response system shall be a professionally staffed telephone answering service. Automatic telephone answering/recording machines or home telephone numbers are not acceptable.
 - d. Non emergency service calls to be scheduled within twenty-four(24) hours and completed within two (2) weeks.

Attachment 16 - Lighting Specifications

Ohio Department of Administrative Services
General Services Division
State Architect's Office ▪ 4200 Surface Road ▪ Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project DAS-11N006
Energy Conservation Project
Hocking College
Nelsonville, Hocking County**

SECTION 26 50 00 - LIGHTING

PART 1 GENERAL

1.02 DESCRIPTION

- A. Provide new luminaires, timer switches, occupancy sensors, LED exit lights and retrofit kits, lamps and ballasts as specified herein. Luminaires shall be complete with lamps, lampholders, ballasts, end caps, coupling plates, stems, chains, auxiliary supporting steel, suspension straps, trim and other components as necessary for a complete and finished installation.
- B. Contractor's work shall include all labor, materials, tools, appliances and equipment necessary for and incidental to the delivery, installation and furnishing of all work described in paragraph A above.

1.03 REGULATORY AGENCIES

- A. Contractor shall provide luminaires, timer switches, occupancy sensors, LED exit lights and retrofit kits, lamps and ballasts fabricated, wired and installed in compliance with current editions of all applicable city, state and national codes.
- B. Contractor shall provide luminaires, lamps and ballasts listed and labeled by Underwriters Laboratories (UL) or ETL Testing Laboratories.
- C. Contractor shall comply with applicable requirements of the National Electrical Manufacturers Association (NEMA) and the National Fire Protection Association (NFPA) NFPA 70 "National Electrical Code" (NEC), latest edition.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Luminaires, timer switches, occupancy sensors, LED exit lights and retrofit kits, lamps and ballasts shall be delivered to job site, factory-assembled and wired to the greatest extent practical, in strict accordance with approved shop drawings, certificates and catalog cuts, and shall be handled in a careful manner to avoid damage.
- B. Exposed finishes shall be protected during manufacture, transport, storage and handling. Delivered materials shall be identical to approved shop drawings. Damaged materials shall be repaired and/or replaced as directed by the Engineer.
- C. Luminaires, timer switches, occupancy sensors, LED exit lights and retrofit kits, lamps and ballasts shall be stored under cover, above the ground, in clean, dry areas, and shall be tagged and/or marked as to type and location.

PART 2 PRODUCTS

2.01 LUMINAIRES

- A. Luminaires shall be listed by application, manufacturer, model, and shall be approved by the Engineer and Owner.
- B. Luminaires shall be provided with lamps in the quantity, type and wattage specified and compatible with ballast.
- C. Lamp installation/removal shall be easily accomplished for all luminaires without tools. Attachments shall be secure and achieved with captive, non-removable fasteners. Luminaires shall allow replacement of ballast without removal of the luminaire or need for special tools.
- D. Marking:
1. All luminaires shall be clearly marked for operation of specific lamps and ballasts.
 2. For maintenance purposes, the following lamp characteristics should be noted, as applicable, in the format "Use.....Lamps Only":
 - a. Lamp diameter code (T-8), tube configuration (twin, quad), base type and nominal wattage.
 - b. Start type (rapid start, instant start).
 - c. Correlated color temperature (CCT) and color rendering index (CRI).
 3. All markings related to lamp type shall be clear and located to be readily visible to service personnel, but invisible from normal viewing angles when lamps are in place.
- E. Materials and Fabrication:
1. Unless otherwise noted, use only completely concealed hardware. Latching luminaire doorframes shall be unobtrusive. Make luminaire free from light leaks by the inherent design of the body and frame. Bond gaskets, when used, to the luminaire metal. Use bottom relamping unless otherwise noted.
 2. Construct luminaires with the minimum number of joints. Make unexposed joints by approved method such as welding, brazing, screwing or bolting. Soldered joints are not acceptable.
 3. Provide housing for luminaires that make electrical components easily accessible and replaceable, without removing the luminaire body from its mounting.
- F. Luminaire Wiring:
1. Provide wiring between lampholders and associated operating and starting equipment in compliance with UL 1570 and NEC.
 2. A one-lamp ballast may be used if luminaires are separated by more than 4 feet or if the nearest luminaire is on another control circuit.
- G. Lampholders and Supports:
1. Provide lampholders that are white and constructed of heat resistant plastic. Lampholders shall comply with UL 542 and ANSI C81.

2. Lampholders for 4'-0" lamps shall be of the "knife-edge" variety so long as "knife-edge" is available for the specific socket type. In all cases, the lampholder providing the tightest electrical connection shall be provided. Follow ballast manufacturer wiring instructions.
 3. Rigidly and securely attach lampholders to the luminaire enclosure.
 4. Provide lampholders suitable for specified lamps, and position the lamps in optically correct spacing and relationship to lenses, reflectors, filters and baffles.
- H. Finishes: Unless otherwise specified, provide reflective surface with a white baked enamel finish with a minimum reflectance of 86%. Prior to painting, give all parts proper etched surface preparation to assure paint adherence and durability.
- I. Lenses, Louvers and Trim:
1. All lenses and louvers shall be positively held within the doorframes so that hinging or other motion of the frame will not cause the diffusing element to drop out.
 2. For recessed luminaires with trim that is removable or open for access to the interior of the luminaire, and serves as ceiling trim, provide trim that is positively held to the luminaire body by adjustable means that permit the trim to be drawn up to the ceiling as tight as necessary to insure complete contact of trim with ceiling surrounding the luminaire.
 3. Unless otherwise specified, prismatic lenses shall meet the following requirements:
 - a. Lens shall be made of clear virgin acrylic of nominal 0.125" overall thickness.
 - b. Lens shall be composed of either 1/8" or 3/16" male or female prisms with non-curved prism faces. Female prisms shall have a maximum depth of 0.053" for 1/8" prisms and 0.80" for 3/16" prisms. Male prisms shall have a minimum unpenetrated thickness of 0.90" or thicker.
 - c. Lens shall be a minimum of 7.5 oz. per square foot and show no visible evidence of sagging in the installed position.
 - d. Lens shall be strain-free, uniform in appearance and destaticized.
 - e. Lens shall have minimum 80% visible transmittance.

2.02 BALLASTS

A. PHYSICAL CHARACTERISTICS

1. Fluorescent ballasts may be rapid start or instant start. Preheat ballasts are not allowed.
2. Fluorescent ballasts shall be electronic, with an operating frequency between 20 and 60 kHz. Ballasts operating at 60 Hz., such as electromagnetic or cathode-disconnect ballasts, are not allowed.

B. POWER QUALITY

1. All fluorescent ballasts shall have a power factor greater than or equal to 0.95. High intensity discharge (HID) shall be manufacturer's standard high power factor, constant wattage type.
2. All fluorescent ballasts unless otherwise specified, shall exhibit a total harmonic distortion (THD), as defined by ANSI as the ratio of the harmonic content to the root-mean-square (rms) value of the periodic current, of less than 20%. Low harmonic distortion ballasts, if required by the Owner, shall have a THD of less than 10%.

3. The lamp current crest factor (CCF), defined as the ratio of peak lamp current to rms lamp current, shall not exceed 1.7, in conformance with ANSI Standard C82.11.

C. ELECTRICAL DATA

1. The maximum input power used by different types of ballasts shall not exceed the following values:

<u>Lamp Type</u>	<u>Number of Lamps</u>			
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>
F17T8	17	34	51	68
F32T8	32	64	96	128
F96T8	N/A	120	N/A	N/A

2. The acceptable range of electrode preheat voltages for fluorescent rapid start ballasts is as follows:

<u>Lamp Type</u>	<u>Preheat Voltage (V)</u>		<u>Operating Voltage (V)</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
F32T8	3.0	4.5	2.5	4.4

3. The Ballast Efficacy Factor (BEF), defined as the ratio of the ballast factor in percent to active power in watts, demonstrated by different types of ballasts shall exceed the following values:

<u>Lamp Type</u>	<u>Number of Lamps</u>			
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>
F17T8	4.700	2.800	2.000	1.570
F32T8	2.800	1.400	0.933	0.700
F96T8	N/A	0.750	N/A	N/A

E. LIFE

The minimum acceptable rated life of all ballasts shall be 15 years.

F. TEMPERATURE RATING

1. The lowest acceptable maximum temperature rating shall be 104 degrees F. (40 deg. C.).
2. The highest acceptable minimum starting temperature for all ballasts used indoors shall be 60 degrees F. (16 deg. C).

G. WARRANTY

The minimum acceptable warranty period for all ballasts shall be five years from the date of purchase.

H. CERTIFICATION

All ballasts shall be listed by Underwriter's Laboratories (UL), meeting all applicable UL safety requirements such as the Class "P" standard for indoor ballasts.

I. SOUND RATING

All ballasts shall have a sound rating of "A".

2.03 LAMPS

A. T-8 LAMPS

1. Lamp shall be rated at nominal 17, 32, and 59 Watts for 2 ft., 4 ft., and 8 ft. lengths, respectively.
2. Lamps shall be nominal T-8, 1" diameter tubes.
3. Lamps shall only be operated on ballasts designed for T-8 lamps.
4. Initial rated lumen output shall be at least 1,325, 2,800, and 5,700 lumens for 2 ft., 4 ft., and 8 ft. lengths, respectively.
5. Rated lamp life shall be at least 15,000 and 20,000 hours, per IES LM 40-87 operating on an instant start or rapid start mode, respectively.
6. Lamp Lumen Depreciation (LLD) for 4 foot lengths, shall result in a mean lumen value of at least 2,520 lumens (90% of the initial lamp lumens) at 40% of rated life (6,000 hours in instant start mode or 8,000 hours in rapid start mode) and at least 2,350 lumens (84% of the initial lamp lumens) at 70% of rated life (10,500 hours in instant start mode or 14,000 hours in rapid start mode).
7. Mortality curves at 3 operating hours per start shall show that less than 15% of lamps are burned out at 70% of rated life (10,500 hours in instant start mode or 14,000 hours in rapid start mode).
8. Lamp phosphors shall be a composition which includes rare earth phosphors, with a correlated Color Rendering Index (CRI) of not less than 75 CRI (NEMA designation RE 735).

B. COMPACT FLUORESCENT LAMPS

1. Lamps shall fit existing fixtures without modification.
2. Lamps shall be screw-in, modular types with replaceable lamps.

2.04 OCCUPANCY SENSORS

- A. Wall switch sensors shall be capable of detection of motion at desktop level up to the specified square footage. Sensor shall control lighting in sensed area only.
- B. Wall switch sensors shall have a 180 degrees coverage capability maximum 300 square feet and 150 square feet for desktop activity, utilize advanced passive infrared (PIR) technology, can be set to operate as either Auto-ON or Manual-ON switches. With Auto-ON selected, the units will turn lighting on automatically upon occupancy detection. With Manual-ON, user must press the switch to turn lighting on. Then with either setting, lights turn off after the space is vacated and the time delay elapses. 1.0 mm hard poly IR 2 level lenses; 2 level lens for desktop detection, DIP switch adjustable unit sensitivity, tamper proof design, minimum 5 year warranty and UL and CUL listed.
- C. Ceiling mount sensors shall utilize advanced omnidirectional Doppler technology, advanced signal processing (ASP) circuitry which filters out moving air noise by checking for small cyclical changes found in turbulent air to help eliminate false ON problems, DIP switch override and output disable, digital DIP switch time delay 15 seconds to 30 minutes. Ceiling mount sensors shall provide a minor motion coverage range of 150 to 1300 square feet with an overall ½ step coverage range from 300 to 2000 square feet.

- D. Occupancy sensors shall provide coverage of 100% of the controlled area.
- E. All sensors shall be capable of operating normally with electronic ballast and PL lamp systems.
- F. Coverage of sensors shall remain constant after sensitivity control has been set. No automatic reduction shall occur in coverage due to the cycling of air conditioner or heating fans.
- G. All sensors shall have user adjustable controls for time delay and sensitivity. Minimum delay range shall be 30 seconds to 30 minutes.
- H. In the event of failure, a bypass manual “override on” feature shall be provided on each sensor. When bypass is utilized, lighting shall remain on constantly or control shall divert to a wall switch until sensor is replaced. The override feature shall be designed for use by building maintenance personnel and shall not be readily achieved by building occupants.
- I. Ultrasonic microphone receiver frequency shall be 25 kHz or greater and shall be temperature and humidity resistant.
- J. All sensors shall provide an LED indication light to verify that motion is being detected and that the unit is working.
- K. Sensors shall be suitable for NEC 725 Class 2 wiring and use plenum cable when required.
- L. Specific low voltage wire surface routing shall be approved by the Engineer.
- M. Control Units - For ease of mounting, installation and future service, control unit(s) shall be able to mount on external J boxes and be integrated self-contained unit consisting internally of load switching control relay and transformer to provide low-voltage power to a minimum of two (2) sensors.
- N. Relay Contacts shall have ratings of:
 - 10A - 120 VAC Tungsten
 - 20A - 120 VAC Ballast
 - 20A - 277 VAC Ballast
- O. Relay contacts shall be isolated.
- P. Between sensors and controls units shall be three (3) conductors, 18 AWG, stranded UL Classified, PVC insulated or TEFLON jacketed cable approved for use in plenums.
- Q. The minimum acceptable warranty period for all sensors and control units shall be five (5) years from the date of purchase.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install new luminaires complete with lamps, equipment, materials, parts, attachments, devices, hardware, hangers, cables, supports, channels, frames and brackets as necessary to make a safe, complete and fully operative installation.
- B. Install new lamps and ballasts in existing fixtures where required. Clean all existing reflectors, aperture plates, lenses, and louvers. To prevent static buildup on lenses and reflectors, clean with a manufacturer's recommended water-diluted solution of glass cleaner.
- C. Install timer switches and occupancy sensors where required. It shall be the contractor's responsibility with the supplier's assistance to locate and aim sensors in the correct location required for complete and proper volumetric coverage within the range of coverage(s) of controlled areas. Rooms shall have one-hundred (100) percent coverage to completely cover the controlled area to accommodate all occupancy habits of single or multiple occupants at any location within the room(s). The contractor shall provide additional sensors if required to properly and completely cover the respective room. Proper judgment shall be exercised in executing the work so as to ensure the best possible installation in the available space and to overcome local difficulties due to space limitations or interference from structural components.
- D. Ground non-current-carrying parts of electrical equipment in accordance with UL and NEC provisions.

3.02 DISPOSAL

- A. All existing fluorescent lamps removed as part of the project shall be recycled. Contractor shall provide documentation of recycling upon request by the Engineer.
- B. Leaking PCB - containing ballasts shall be disposed of as regulated hazardous substances in a Toxic Substance Control Act (TSCA) permitted incinerator or chemical landfill. If a landfill is chosen, PCB's shall be removed prior to disposal of the capacitor. Intact PCB containing ballasts also may be disposed of by incineration or at a chemical landfill.
- C. Refer to the State of Ohio, Environmental Protection Agency (EPA) fact sheet dated April, 2002 on, "The Management of Fluorescent Lamps and PCB Ballasts in Ohio" for further guidance and regulations associated with the proper disposal of lamps and ballasts. Contact the EPA Division of Hazardous Waste Management at (614) 644-2917 or Office of Pollution Prevention at (614) 644-3469 for additional assistance.

3.03 FIELD QUALITY CONTROL

- A. Upon completion of installation, luminaires, lamps and ballasts shall be in first class operating order and free from defects in condition and finish. At time of final inspection, all luminaires and equipment shall be clean, fully lamped, and be complete with required lenses or diffusers, reflectors, side panels, louvers or other components necessary for the function of the luminaires. Any reflectors, lenses, diffusers, side panels or other parts damaged prior to final inspection shall be replaced by Contractor prior to inspection.
- B. Furnish stock or replacement lamps and ballasts amounting to 2% (but not less than one in each case) of each type and size lamp and ballast used. Deliver replacement stock as directed.

3.04 SUPPORTS

Provide necessary hardware with luminaires, such as stems, plates, plaster frames, hangers and similar items, for safe luminaire support.

3.05 O&M MANUALS

The Contractor shall assemble and submit, in bound 8.5" x 11" format, an Operation and Maintenance Manual including product technical documents and cut sheets; manufacturer and product representative contacts; and operating and calibration instructions for all systems included in the upgrade, including but not limited to lamps, ballasts and lighting control devices. After approval by the Engineer, this manual will be kept on site for reference use by facility maintenance personnel. Transfer of the document will include a thorough walk-through and demonstration of upgrade equipment by Contractor for facility personnel and the Engineer.

END OF SECTION

Request for Qualifications (A/E)

State Architect's Office
4200 Surface Road
Columbus, Ohio 43228-1395



http://ohio.gov
Phone 614-644-7969

Administration of Project: State Architect's Office

Project Name	<u>Lucas County Maintenance Facility</u>	Response Deadline	<u>10/27/2011 4:00 p.m.</u> local time
Project Location	<u>Technology Drive</u>	Project Number	<u>DOT-120003</u>
City / County	<u>Maumee / Lucas</u>	Project Manager	<u>Bruce Ratekin</u>
Agency/Institution	<u>Ohio Department of Transportation</u>	Contracting Authority*	<u>State Architect's Office</u>

*The Contracting Authority for SAO-administered projects is the State Architect's Office. The Contracting Authority for locally administered projects is the state agency or institution of higher education.

No. of paper copies requested (stapled, not bound) 1 No. of electronic copies requested on CD (PDF) 1

Submit the requested number of Statements of Qualifications (SAO Form F110-330) directly to the following address: State Architect's Office, Attention: Program Services, 4200 Surface Road, Columbus, Ohio 43228. **See Section H for additional submittal instructions.**

Project Overview

A. Project Description

The Ohio Department of Transportation, (ODOT), plans on replacing their existing Maintenance facilities in LUCAS County Ohio. The new LUCAS County Maintenance Facility will be located at Technology Drive Road in Maumee Ohio (41°34'1.94"N - 83°42'3.69"W).

This project will develop an approximately 10 acres site to include construction of new site utilities, a 7,500 G.S.F. office / maintenance building, a 17,000 G.S.F. heated truck storage building, re-fueling station with above ground fuel tanks, 8,000 G.S.F. fabric covered salt storage building, 2,500 G.S.F. fabric covered Mix Building, monopole communications antenna, site grading, and parking lots.

We are planning on hiring one A/E firm to Site Adapt a new prototype facility that is currently in design. By agreeing to this contract the A/E firms agree that ALL construction documents will become the property of the State of Ohio to be used on other projects in the future by other firms as they may select. Please refer to Section 9.2.1.4 of the A/E Standard Contract.

After making a complete, and comprehensive review of the documents and any design changes necessary, a professional seal will be required for all Architectural, Structural, MEP and Civil Site documents for this project.

B. Scope of Services

The selected Architect/Engineer (A/E) will be required to provide all basic architectural and engineering services and will serve as the primary consultant incorporating the professional services fees of all secondary consultants. The basic fee will include, but is not limited to, architectural, interior design, landscaping, signage, civil, structural, mechanical (HVAC, plumbing gases, water, oil / water separators, service bay equipment, above ground fuel island, sanitary waste, fire protection, etc.), electrical, information technology (data and communication). A Program of Requirements (POR) has been completed for this project. The selected A/E shall 'validate' the POR with the State's team and adapt for specific site requirements prior to the project design.

For purposes of completing the Relevant Project Experience Matrix in Section F of the Statement of Qualifications (SAO Form #F110-330), below is a list of relevant scope of work requirements for this RFQ.

1. Site Adaption
2. Construction Phasing
3. Construction administration
4. HVAC Design / Electrical Design
5. Energy Conservation
6. LEED Project
7. Previous experience working with the State of Ohio, Department of Administrative Services
8. Administering prototypical projects, originally designed by others
9. Relevant past experience with wood custom post frame structures

Request For Qualifications (A/E) continued



Project Name Lucas County Maintenance Facility

Project Number DOT-120003

For projects advertised with an appropriately developed Program of Requirements (POR), upon award of the Agreement, commence with Design. For projects without such a POR, upon award of the Agreement, commence by developing the Program of Requirements.

The selected Architect/Engineer (A/E), as a portion of its required Scope of Services and prior to submitting its proposals, will discuss and clarify with the Owner and/or the State Architect's Office (SAO), the cost breakdown of the Architect/Engineer Agreement detailed cost components to address the Owner's project requirements. Participate in the Encouraging Growth, Diversity & Equity (EDGE) Program as required by statute and the Agreement.

As required by the Agreement, and as properly authorized, provide the following categories of services: Program Verification, Schematic Design, Design Development, Construction Document Preparation, Bid and Award Support, Conformed Documents, Construction Phase, Post-Construction Phase, and Extra Services and Additional Services of all types. Refer to The SAO Manual for additional information about the type and extent of services required for each.

During the construction period, provide not less than 4 hours (excluding travel time) on-site construction administration services each week, including: (1) Attendance at weekly progress meetings; (2) A written field report of each site visit; and (3) On-site representation comprised of the A/E and its consultant staff involved in the primary design of the project, all having relevant and appropriate types of construction administration experience.

The successful firm will demonstrate a willingness and experience to approach the programming and design because of the diverse team with flexibility and change in mind. Because of the intention to design a prototypical building for two bid packages based on staggered bidding with one project bidding, followed by the second project within five weeks the successful firm will be considered based on their demonstrated experience and ability to design with little or no addendums items and adherence to a schedule.

C. Funding / Estimated Budget

Total Project Cost	<u>\$3,500,000</u>	State Funding	<u>\$3,500,000</u>
Construction Cost	<u>\$3,000,000</u>	Other Funding	<u>\$0</u>
Estimated A/E Fee	<u>5.25% to 6.5%</u>		

NOTE: The A/E fee percentage for this project includes all professional design services, and consultant services necessary for proper completion of the Basic Services for the successful completion of the project, including but not limited to: review and verification of the Program of Requirements provided by the Owner, validation of existing site conditions (but not subsurface or hidden conditions), preparation of cost estimates and design schedules for the project. Fees may be negotiated and allocated for Additional Services (e.g., creation of a Program of Requirements, extensive evaluation or validation of site conditions, extensive pre-design investigations, code-required special inspection and testing, Quality Assurance testing during the construction period, and testing due to unforeseen conditions).

D. Services Required (see note below)

Primary	<u>Architectural</u>
Secondary	<u>MEP Engineering</u>
	<u>Structural Engineering</u>
	<u>Civil Engineering</u>
	<u> </u>
	<u> </u>
Other(s)	<u>Scheduling Custom post frame wood structures</u>

E. Anticipated Schedule

Professional Services Start (mm/yy)	<u>01/2012</u>
Construction Contracts Start (mm/yy)	<u>06/2012</u>
Construction Contracts Completed (mm/yy)	<u>02/2013</u>
Professional Services Completed (mm/yy)	<u>10/2013</u>

F. EDGE Participation Goal

Percent of <i>initial</i> TOTAL A/E Fee	<u>5.0%</u>
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NOTE: The primary A/E shall be (1) a registered architect holding a license and certificate of authorization issued by the Ohio Architects Board pursuant to O.R.C. Chapter 4703, (2) a landscape architect holding a license and certificate of authorization issued by the Ohio Landscape Architects Board pursuant to O.R.C. Chapter 4703, or (3) a professional engineer or professional surveyor holding a license and certificate of authorization issued by the Ohio Engineers and Surveyors Board pursuant to O.R.C. Chapter 4733.

G. Evaluation Criteria for Selection

The selected firm will have:

- Past experience in wood custom post frame structures.
- Ability to partner with all project team members
- Demonstrated ability to meet Owner's programmed project vision, scope, budget, and schedule on previous projects.
- Previous experience compatible with the proposed project (e.g., type, size).
- Relevant past work of prospective firm's proposed consultants.
- Past performance of prospective firm and its proposed consultants.
- Qualifications and experience of individuals directly involved with the project.
- Proposer's previous experience (numbers of projects, sizes of projects) when working with its proposed consultants.
- Specification writing credentials and experience.
- Experience and capabilities of creating or using Critical Path Method (CPM) schedules and of using CPM schedules as a project management resource.
- Approach to and success of using partnering and Alternative Dispute Resolution.
- Proximity of prospective firms to the project site. • Proposer's apparent resources and capacity to meet the needs of this project.

The selected A/E and all its consultants must have the capability to use the Internet within their normal business location(s) during normal business hours.

Interested A/E firms are required to submit the Commitment to Participate in the EDGE Business Assistance Program form in its Statement of Qualifications (SAO Form #F110-330) submitted in response to the RFQ, to indicate its intent to contract with and use EDGE-certified Business Enterprise(s), as a part of the A/E's team. The Intent to Contract and to Perform and / or waiver request letter and Demonstration of Good Faith Effort form(s) with complete documentation must be attached to the A/E's Technical Proposal. Both forms can be accessed via the SAO website at <http://ohio.gov/sao> (click on Forms). The Intent to Contract and to Perform form is again required at the Fee Proposal stage. For all Statements of Qualifications, please identify the EDGE-certified Business Enterprises, by name, which will participate in the delivery of the proposed professional services solicited in the RFQ.

Prior to executing the Architect/Engineer Agreement, the selected A/E must represent and warrant that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, and that it has provided or shall provide such to the Contracting Authority and/or the Ohio Business Gateway (<https://ohiobusinessgateway.ohio.gov/OBG/Membership/Security.mvc>).

H. Submittal Instructions

Firms are required to submit the current version of Statement of Qualifications (SAO Form F110-330) available via the SAO website at <http://ohio.gov/sao> (click on Forms).

Paper copies of the Statement of Qualifications should be stapled only. Do not use special bindings or coverings of any type. Cover letters and transmittals are not necessary.

Electronic submittals should be combined into one PDF file named with the project number listed on the RFQ and your firm's name. Use the "print" feature of Adobe Acrobat Professional or similar software for creating a PDF rather than using a scanner. If possible, please reduce the file size of the PDF. In Adobe Acrobat Professional, go to Advanced, then PDF Optimizer. Also, please label the CD and the CD cover with the project number and firm name.

Submit all questions regarding this RFQ in writing to StateArchOff@das.state.oh.us with the project number included in the subject line (no phone calls please). Questions will be answered and posted to the OAKS Capital Improvements (OAKS CI) website at <http://ci.oaks.ohio.gov> on a regular basis until one week before the response deadline. The Question & Answer (Q&A) document can be found by downloading a new version of the RFQ or by clicking on the Q&A link to the right of the project listing. The name of the party submitting a question will not be included on the Q&A document.

Architect/Engineer Selection Rating

State Architect's Office
4200 Surface Road,
Columbus, Ohio 43228-1395



http://ohio.gov
Phone 614-644-7969

Project Name Lucas County Maintenance Facility Proposer Firm _____
Project Number DOT-120003 City, State, Zip _____

Selection Criteria		Value	Score
1. A/E Firm Location (5 points)			
Proximity of primary A/E firm office where majority of work is to be performed in relationship to project site	Less than 50 miles	4 - 5	
	50 to 75 miles	2 - 3	
	More than 75 miles	0 - 1	
2. A/E Firm Size (5 points)			
Number of relevant licensed professionals within primary A/E firm available to perform the work.	Small = Less than 2 licensed professionals	0 - 1	
	Medium = 2 to 5 licensed professionals	4 - 5	
	Large = More than 5 licensed professionals	2 - 3	
3. Current Workload (5 points)			
Amount of fees awarded by the Contracting Authority to the primary A/E Firm in the previous 24 months (exclude projects on hold)	Less than \$50,000.00	4 - 5	
	\$50,000.00 to \$200,000.00	2 - 3	
	More than \$200,000.00	0 - 1	
4. Primary A/E Qualifications (30 points)			
a. Project Management Lead	Experience / ability of A/E project manager to manage scope / budget / schedule / quality	0 - 10	
b. Project Design Lead	Experience / creativity of lead designer to meet needs of owner	0 - 5	
c. Technical Staff	Experience / ability of technical staff to develop quality construction documents	0 - 5	
d. Construction Administration	Experience / ability of field representative to identify / solve issues during construction	0 - 10	
5. A/E Consultant Qualifications (10 points)			
Key Discipline Leads	Experience / ability of all key discipline leads to effectively perform the work	0 - 10	
6. Project Team Qualifications (15 points)			
a. Previous Team Collaboration Number of projects that a majority of the team members have worked together	Less than 5 projects (Low)	0 - 1	
	5 to 7 projects (Average)	2 - 3	
	More than 7 projects (High)	4 - 5	
b. LEED* Experience within Team	LEED AP(s)** on Team	0 - 1	
	LEED Registered Project(s)	0 - 2	
	LEED Certified Project(s)	0 - 2	
	Satisfies ALL above Criteria	Sum = 0 - 5	
c. Team Organization	Clarity of responsibility / communication demonstrated by table of organization	0 - 5	
7. Overall Project Team Experience (30 points)			
a. Budget and Schedule Management	Performance in completing projects within original budget and schedule limitations	0 - 5	
b. Experience with Similar Project Type	Less than 3 projects (Low)	0 - 3	
	3 to 5 projects (Average)	4 - 6	
	More than 5 projects (High)	7 - 10	
c. Past Performance	Level of performance as indicated by past A/E evaluations / letters of reference	0 - 5	
d. Knowledge of State of Ohio Capital Project Administration Process	Less than 3 projects (Low)	0 - 3	
	3 to 5 projects (Average)	4 - 6	
	More than 5 projects (High)	7 - 10	
		Subtotal	

* LEED = Leadership in Energy & Environmental Design developed by the U.S. Green Building Council
** LEED AP = LEED Accredited Professional credential by the Green Building Certification Institute

Notes:

Evaluator:

Name _____

Signature _____ Date _____

Request for Qualifications (A/E)

State Architect's Office
4200 Surface Road
Columbus, Ohio 43228-1395



<http://ohio.gov>
Phone 614-644-7969

Administration of Project: State Architect's Office

Project Name	<u>Mayfield Maintenance Facility</u>	Response Deadline	<u>11/01/2011 4:00 p.m.</u> local time
Project Location	<u>Lat: 41°35'24.51"N, Long: 81°30'38.02"W</u>	Project Number	<u>DOT-120004</u>
City / County	<u>Euclid / Cuyahoga</u>	Project Manager	<u>Bruce Ratekin</u>
Agency/Institution	<u>Ohio Department of Transportation</u>	Contracting Authority*	<u>State Architect's Office</u>

*The Contracting Authority for SAO-administered projects is the State Architect's Office. The Contracting Authority for locally administered projects is the state agency or institution of higher education.

No. of paper copies requested (stapled, not bound) 1 No. of electronic copies requested on CD (PDF) 1

Submit the requested number of Statements of Qualifications (SAO Form F110-330) directly to the following address: State Architect's Office, Attention: Program Services, 4200 Surface Road, Columbus, Ohio 43228.

See Section H for additional submittal instructions.

Project Overview

A. Project Description

The Ohio Department of Transportation, (ODOT), plans on replacing their existing Maintenance facilities in Mayfield Ohio. The new MAYFIELD Facility will be located at the corner of Babbitt and St. Clair in Euclid Ohio.

This project will develop an approximately 10-acre site to include construction of new site utilities, a 7,500 G.S.F. office / maintenance building, a 17,000 G.S.F. heated truck storage building, re-fueling station with above ground fuel tanks, 8,000 G.S.F. fabric covered salt storage building, 2,500 G.S.F. fabric covered Mix Building, monopole communications antenna, site grading, and parking lots.

We are planning on hiring an A/E firm to Site Adapt a prototypical facility. The final plan has not yet been selected but, will be either a wood post frame construction or pre-engineered metal building. By agreeing to this contract the A/E firms agree that ALL construction documents will become the property of the State of Ohio to be used on other projects in the future by other firms as they may select. Please refer to Section 9.2.1.4 of the A/E Standard Contract.

After making a complete, comprehensive review of the documents and any design changes necessary, a professional seal will be required for all Architectural, Structural, MEP and Civil Site documents for this project.

B. Scope of Services

The selected Architect/Engineer (A/E) will be required to provide all basic architectural and engineering services and will serve as the primary consultant incorporating the professional services fees of all secondary consultants. The basic fee will include, but is not limited to, architectural, interior design, landscaping, signage, civil, structural, mechanical (HVAC, plumbing gases, water, oil / water separators, service bay equipment, above ground fuel island, sanitary waste, fire protection, etc.), electrical, information technology (data and communication). A Program of Requirements (POR) has not been completed for this project. The selected A/E shall 'validate' the POR with the State's team and adapt for specific site requirements prior to the project design.

For purposes of completing the Relevant Project Experience Matrix in Section F of the Statement of Qualifications (SAO Form #F110-330), below is a list of relevant scope of work requirements for this RFQ.

1. Site Adaption
2. Construction Phasing
3. Construction administration
4. HVAC Design / Electrical Design
5. Energy Conservation
6. LEED Project
7. Previous experience working with the State of Ohio, Department of Administrative Services
8. Administering prototypical projects, originally designed by others
9. Relevant past experience with wood custom post frame structures and pre-engineered metal buildings

Request For Qualifications (A/E) continued



Project Name Mayfield Maintenance Facility

Project Number DOT-120004

For projects advertised with an appropriately developed Program of Requirements (POR), upon award of the Agreement, commence with Design. For projects without such a POR, upon award of the Agreement, commence by developing the Program of Requirements.

The selected Architect/Engineer (A/E), as a portion of its required Scope of Services and prior to submitting its proposals, will discuss and clarify with the Owner and/or the State Architect's Office (SAO), the cost breakdown of the Architect/Engineer Agreement detailed cost components to address the Owner's project requirements. Participate in the Encouraging Growth, Diversity & Equity (EDGE) Program as required by statute and the Agreement. As required by the Agreement, and as properly authorized, provide the following categories of services: Program Verification, Schematic Design, Design Development, Construction Document Preparation, Bid and Award Support, Conformed Documents, Construction Phase, Post-Construction Phase, and Extra Services and Additional Services of all types. Refer to The SAO Manual for additional information about the type and extent of services required for each.

During the construction period, provide not less than 4 hours (excluding travel time) on-site construction administration services each week, including: (1) Attendance at progress meetings; (2) A written field report of each site visit; and (3) On-site representation comprised of the A/E and its consultant staff involved in the primary design of the project, all having relevant and appropriate types of construction administration experience.

The successful firm will demonstrate a willingness and experience to approach the programming and design because of the diverse team with flexibility and change in mind. Because of the intention to design a prototypical building for two bid packages based on staggered bidding with one project bidding, followed by the second project within five weeks the successful firm will be considered based on their demonstrated experience and ability to design with little or no addendums items and adherence to a schedule.

C. Funding / Estimated Budget

Total Project Cost	<u>\$3,500,000</u>	State Funding	<u>\$3,500,000</u>
Construction Cost	<u>\$3,000,000</u>	Other Funding	<u>\$0</u>
Estimated A/E Fee	<u>5.5% to 6.0%</u>		

NOTE: The A/E fee percentage for this project includes all professional design services, and consultant services necessary for proper completion of the Basic Services for the successful completion of the project, including but not limited to: review and verification of the Program of Requirements provided by the Owner, validation of existing site conditions (but not subsurface or hidden conditions), preparation of cost estimates and design schedules for the project. Fees may be negotiated and allocated for Additional Services (e.g., creation of a Program of Requirements, extensive evaluation or validation of site conditions, extensive pre-design investigations, code-required special inspection and testing, Quality Assurance testing during the construction period, and testing due to unforeseen conditions).

D. Services Required (see note below)

Primary	<u>Architectural</u>
Secondary	<u>MEP Engineering</u>
	<u>Structural Engineering</u>
	<u>Civil Engineering</u>
	<u> </u>
	<u> </u>
Other(s)	<u>Scheduling Custom post frame wood structures</u>

E. Anticipated Schedule

Professional Services Start (mm/yy)	<u>05/2012</u>
Construction Contracts Start (mm/yy)	<u>10/2012</u>
Construction Contracts Completed (mm/yy)	<u>01/2013</u>
Professional Services Completed (mm/yy)	<u>01/2014</u>

F. EDGE Participation Goal

Percent of <i>initial</i> TOTAL A/E Fee	<u>5.0%</u>
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NOTE: The primary A/E shall be (1) a registered architect holding a license and certificate of authorization issued by the Ohio Architects Board pursuant to O.R.C. Chapter 4703, (2) a landscape architect holding a license and certificate of authorization issued by the Ohio Landscape Architects Board pursuant to O.R.C. Chapter 4703, or (3) a professional engineer or professional surveyor holding a license and certificate of authorization issued by the Ohio Engineers and Surveyors Board pursuant to O.R.C. Chapter 4733.

G. Evaluation Criteria for Selection

The selected firm will have:

- Past experience in custom post frame wood structures and pre-engineered metal buildings
- Ability to partner with all project team members
- Demonstrated ability to meet Owner's programmed project vision, scope, budget, and schedule on previous projects. Previous experience compatible with the proposed project (e.g., type, size).
- Relevant past work of prospective firm's proposed consultants.
- Past performance of prospective firm and its proposed consultants.
- Qualifications and experience of individuals directly involved with the project.
- Proposer's previous experience (numbers of projects, sizes of projects) when working with its proposed consultants.
- Specification writing credentials and experience.
- Experience and capabilities of creating or using Critical Path Method (CPM) schedules and of using CPM schedules as a project management resource.
- Approach to and success of using partnering and Alternative Dispute Resolution.
- Proximity of prospective firms to the project site.
- Proposer's apparent resources and capacity to meet the needs of this project.

The selected A/E and all its consultants must have the capability to use the Internet within their normal business location(s) during normal business hours.

Interested A/E firms are required to submit the Commitment to Participate in the EDGE Business Assistance Program form in its Statement of Qualifications (SAO Form #F110-330) submitted in response to the RFQ, to indicate its intent to contract with and use EDGE-certified Business Enterprise(s), as a part of the A/E's team. The Intent to Contract and to Perform and / or waiver request letter and Demonstration of Good Faith Effort form(s) with complete documentation must be attached to the A/E's Technical Proposal. Both forms can be accessed via the SAO website at <http://ohio.gov/sao> (click on Forms). The Intent to Contract and to Perform form is again required at the Fee Proposal stage. For all Statements of Qualifications, please identify the EDGE-certified Business Enterprises, by name, which will participate in the delivery of the proposed professional services solicited in the RFQ.

Prior to executing the Architect/Engineer Agreement, the selected A/E must represent and warrant that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, and that it has provided or shall provide such to the Contracting Authority and/or the Ohio Business Gateway (<https://ohiobusinessgateway.ohio.gov/OBG/Membership/Security.mvc>).

H. Submittal Instructions

Firms are required to submit the current version of Statement of Qualifications (SAO Form F110-330) available via the SAO website at <http://ohio.gov/sao> (click on Forms).

Paper copies of the Statement of Qualifications should be stapled only. Do not use special bindings or coverings of any type. Cover letters and transmittals are not necessary.

Electronic submittals should be combined into one PDF file named with the project number listed on the RFQ and your firm's name. Use the "print" feature of Adobe Acrobat Professional or similar software for creating a PDF rather than using a scanner. If possible, please reduce the file size of the PDF. In Adobe Acrobat Professional, go to Advanced, then PDF Optimizer. Also, please label the CD and the CD cover with the project number and firm name.

Submit all questions regarding this RFQ in writing to StateArchOff@das.state.oh.us with the project number included in the subject line (no phone calls please). Questions will be answered and posted to the OAKS Capital Improvements (OAKS CI) website at <http://ci.oaks.ohio.gov> on a regular basis until approximately one week before the response deadline. The Question & Answer (Q&A) document can be found by downloading a new version of the RFQ or by clicking on the Q&A link to the right of the project listing. The name of the party submitting a question will not be included on the Q&A document.

Architect/Engineer Selection Rating

State Architect's Office
4200 Surface Road,
Columbus, Ohio 43228-1395



http://ohio.gov
Phone 614-644-7969

Project Name Mayfield Maintenance Facility Proposer Firm _____
Project Number DOT-120004 City, State, Zip _____

Selection Criteria		Value	Score
1. A/E Firm Location (5 points)			
Proximity of primary A/E firm office where majority of work is to be performed in relationship to project site	Less than 50 miles	4 - 5	
	50 to 75 miles	2 - 3	
	More than 75 miles	0 - 1	
2. A/E Firm Size (5 points)			
Number of relevant licensed professionals within primary A/E firm available to perform the work.	Small = Less than 2 licensed professionals	0 - 1	
	Medium = 2 to 5 licensed professionals	4 - 5	
	Large = More than 5 licensed professionals	2 - 3	
3. Current Workload (5 points)			
Amount of fees awarded by the Contracting Authority to the primary A/E Firm in the previous 24 months (exclude projects on hold)	Less than \$50,000.00	4 - 5	
	\$50,000.00 to \$200,000.00	2 - 3	
	More than \$200,000.00	0 - 1	
4. Primary A/E Qualifications (30 points)			
a. Project Management Lead	Experience / ability of A/E project manager to manage scope / budget / schedule / quality	0 - 10	
b. Project Design Lead	Experience / creativity of lead designer to meet needs of owner	0 - 5	
c. Technical Staff	Experience / ability of technical staff to develop quality construction documents	0 - 5	
d. Construction Administration	Experience / ability of field representative to identify / solve issues during construction	0 - 10	
5. A/E Consultant Qualifications (10 points)			
Key Discipline Leads	Experience / ability of all key discipline leads to effectively perform the work	0 - 10	
6. Project Team Qualifications (15 points)			
a. Previous Team Collaboration Number of projects that a majority of the team members have worked together	Less than 0 projects (Low)	0 - 1	
	0 to 0 projects (Average)	2 - 3	
	More than 0 projects (High)	4 - 5	
b. LEED* Experience within Team	LEED AP(s)** on Team	0 - 1	
	LEED Registered Project(s)	0 - 2	
	LEED Certified Project(s)	0 - 2	
	Satisfies ALL above Criteria	Sum = 0 - 5	
c. Team Organization	Clarity of responsibility / communication demonstrated by table of organization	0 - 5	
7. Overall Project Team Experience (30 points)			
a. Budget and Schedule Management	Performance in completing projects within original budget and schedule limitations	0 - 5	
b. Experience with Similar Project Type	Less than 5 projects (Low)	0 - 3	
	5 to 7 projects (Average)	4 - 6	
	More than 7 projects (High)	7 - 10	
c. Past Performance	Level of performance as indicated by past A/E evaluations / letters of reference	0 - 5	
d. Knowledge of State of Ohio Capital Project Administration Process	Less than 3 projects (Low)	0 - 3	
	3 to 5 projects (Average)	4 - 6	
	More than 5 projects (High)	7 - 10	
		Subtotal	

* LEED = Leadership in Energy & Environmental Design developed by the U.S. Green Building Council
** LEED AP = LEED Accredited Professional credential by the Green Building Certification Institute

Notes:

Evaluator:

Name _____

Signature _____ Date _____

Mayfield Maintenance Facility Question and Answer List



Ohio Department of Administrative Services
General Services Division
State Architect's Office ▪ 4200 Surface Road ▪ Columbus, Ohio 43228-1395

<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

Project Name	<u>Mayfield Maintenance Facility</u>	Project Number	<u>DOT-120004</u>
Project Location	<u>Euclid, Cuyahoga County</u>		

Date posted: 10/19/2011
Date revised: N/A

Below are the questions that have been received to date for the RFQ of the above-referenced project:

1. The RFQ States: "The successful firm will demonstrate a willingness and experience to approach the programming and design because of the diverse team with flexibility and change in mind. Because of the intention to design a prototypical building for two bid packages based on staggered bidding with one project bidding, followed by the second project within five weeks the successful firm will be considered based on their demonstrated experience and ability to design with little or no addendums items and adherence to a schedule."

This statement implies that both projects (DOT-120003 & DOT-120004) are to be awarded to a single firm and completed concurrently. Please confirm, are both projects being awarded to a single A/E firm?

Answer:

No, they will be awarded at separate times. There will be a separate selection process for each firm.

The Mayfield's project's land purchase has not been completed. The start date for DOT-120003 will be immediately while the start date for DOT-120004 may not be until 05/2012.

~~"The successful firm will demonstrate a willingness and experience to approach the programming and design because of the diverse team with flexibility and change in mind. Because of the intention to design a prototypical building for two bid packages based on staggered bidding with one project bidding, followed by the second project within five weeks the successful firm will be considered based on their demonstrated experience and ability to design-site adapt with little or no addendums items and adherence to a schedule."~~

2. The RFQ for the prototype facilities (DOT-110001 & DOT-110002) indicated that the use of BIM was 'preferred'. Were these facilities design using BIM, what program was used, and would your expectations be that this project be completed using BIM if the prototypes were?

Answer:

The (DOT-110001 & DOT-110002) facilities will be designed using Revit 2012 software.

Also please refer to the BIM protocol at
<http://das.ohio.gov/Divisions/GeneralServices/StateArchitectsOffice/BIMProtocol.aspx>

