



BID DOCUMENTS FOR

**Bittersweet Farms Kitchen Renovation
12660 Archbold Whitehouse Road, Whitehouse, OH 43751**

Bid Due: Wednesday, August 13th, 2014 at 10:30 AM

Prepared for:

Lucas County Commissioners
One Government Center, Suite 800
Toledo, OH 43604

**Carol Contrada, President
Tina Skeldon Wozniak, Commissioner
Pete Gerken, Commissioner**

Proposal of: _____

Amount of Bid: \$ _____

PROJECT DOCUMENTATION CHECKLIST

Project Identification/Location:

Bidder: _____

PART I BID PACKAGE

- ___ Bid Proposal Form
- ___ Signed Bond for the full amount of the Bid, or Certified Check payable to Lucas County Commissioners for 10% of the full amount of bid
- ___ Power of Attorney of the agent signing For the Surety
- ___ Completed "Best Bid Criteria" form (for projects with estimates of over \$15,000)
- ___ Non-Collusion Affidavit
- ___ Non-Discrimination Agreement
- ___ No Findings for Recovery
- ___ Compliance Affidavit for Business
- ___ Public Safety-Homeland Security
- ___ Submit Bid Book In Entirety

Part I documentation reviewed by _____

PROJECT DOCUMENTATION CHECKLIST

PART II POST-BID PRE-AWARD

Apparent Low Bidder:

- Letter of "Intent of Award" date mailed: _____
- Performance Bond OR Bid Guaranty & Contract Bond
- Certificate of Compliance issued by the State Department Of Insurance, showing the Surety is licensed to do Business in Ohio
- Current Workers' Compensation Certificate
- Certificate of Compliance with Affirmative Action Programs
- Current Certificate of Liability Insurance
- Copy of Additional Insured Endorsement
- Delinquent Personal Property Tax Statement
- Certificate of Compliance with Child Support
- Certificate of Drug-Free Workplace Compliance (Required if federal monies will be spent on project)
- Contractor's safety plan
- Public Safety-Homeland Security

- Other: _____

AWARD RESOLUTION DATE: _____

Part II Documentation reviewed by _____

Department: _____

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NOTICE TO CONTRACTORS

NOTICE TO BIDDERS

Sealed bid proposals for the Community Development Allocation Program FY2013 will be received by the Board of County Commissioners of Lucas County, Ohio, at its office at One Government Center, Suite 800, Toledo Ohio 43604 until 10:30 AM on August 13, 2014, and immediately thereafter publicly opened and read aloud for "Bittersweet Farms Kitchen Renovation."

Bid documents, technical specifications and drawings may be downloaded from the Lucas County

Website: <http://co.lucas.oh.us/bids.asp>.

A mandatory pre-bid meeting and site visit will be conducted at 3:00 PM on Thursday, August 7, 2014 in the meeting room at Bittersweet Farms, 12660 Archbold Whitehouse Road, Whitehouse, Ohio 43751.

Each bid must be accompanied by either a bid bond in an amount of 100% of the bid amount with a surety satisfactory to the aforesaid Board of County Commissioners of Lucas County, Ohio or by certified check, cashiers check, or letter of credit upon a solvent bank in the amount of not less than 10% of the bid amount in favor of the aforesaid Board of Commissioners of Lucas County, Ohio and a contract bond in accordance with Section 153 of the Ohio Revised Code. Bid Guaranty furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Bids shall be sealed and marked as Bid for "**Bittersweet Farms Kitchen Renovation**" and be delivered prior to the bid deadline to:

Board of Commissioners of Lucas County, Ohio
One Government Center, Suite 800
Toledo, OH 43604

Attention of bidders is called to the requirements contained in this bid packet, particularly to the Federal Davis-Bacon Labor Standards, various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100% of the contract price. Bidders must comply with the wage rates as provided in the contract documents. Bidders must submit evidence of successful completion of similar projects in scope and cost.

Bidders with unresolved Findings for Recovery on the State Auditor's web site will be disqualified.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. The Board of County Commissioners of Lucas County, Ohio reserve the right to waive any informality or to reject any or all bids and to determine the lowest and best bidder.

In accordance with Ohio Revised Code Section 307.87 this publication shall serve as public notice.

The Architect's estimate is: Base Bid: \$75,900

Advertise Date: July 28, 2014 and August 4, 2014

By the Order of the Board of County Commissioners of Lucas County, Ohio
Carol Contrada, President
Tina Skeldon Wozniak
Pete Gerken

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. **RECEIPT AND OPENING OF BIDS:** The **Lucas County Board of Commissioners** (herein called the "Owner") and on behalf of the Jurisdiction, invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of the **Lucas County Board of Commissioners** until **10:30** o'clock A.M., **Wednesday, August 13, 2014**, and then at **10:31** A.M. at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to **Lucas County Board of Commissioners, One Government Center, Suite 800, Toledo, OH 43604** and designated as bid for "Bittersweet Farms Kitchen Renovation."

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Lucas County reserves the right to waive any informalities or to reject any or all bids, or accept any bid for both labor and material for such improvements without disclosure of reason and to determine the lowest and best bidder in the aggregate. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within thirty (30) days after the actual date of the opening thereof.

2. **PREPARATION OF BID:** Each bid must be submitted on the prescribed Bid Proposal Form and accompanied by a Bid Bond, Certified Check or Letter of Credit; the NonCollusion Affidavit; Statement on Delinquent Taxes; and completed Best Bid Criteria Form (for projects that have estimated cost exceeding \$15,000). All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted. In case of discrepancies of written words and figures, the prices written in words shall govern.

Each bid must be submitted in a sealed envelope, bearing on the outside, the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. **TELEGRAPHIC MODIFICATION:** Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

4. **METHOD OF BIDDING:** The Owner invites bids as indicated in the Bid Form, page 31.

If the lowest total responsive bid received exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids;
- b. Augment the funds available in an amount sufficient to enable award to the lowest responsive bidder or bidders; and
- c. Take the base bid less a number of items as listed on the proposal form as to produce a net amount which is within available funds.

Estimated total project cost: \$75,900.

5. **QUALIFICATIONS OF BIDDER:** The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
6. **BID SECURITY:** Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of the bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of the bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. This Power of Attorney of the agent signing for the Surety must be submitted with the Bid.
7. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
8. **CONDITIONS OF WORK:** Each bidder must inform himself/herself fully to the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
9. **OBLIGATION OF BIDDER:** At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
10. **EXAMINATION OF SITE:** Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.
11. **SOIL CONDITIONS:** Subject to the convenience of the Owners, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he shall maintain and restore the site to original condition.

The Owner does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the Owner represent that the plans and specifications drawn are based upon any data so obtained. The Owner does not make any representation as to the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand, or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.

12. **WORKING FACILITIES:** The plans show, in the general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.

13. **ADDENDA AND INTERPRETATIONS:** No official interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **Mr. Mark Shambarger, Cogger-Shambarger Architect, Inc., 3550 Secor Rd. Suite 100, Toledo, OH 43606 Fax: 419-537-6589 (Telephone: 419-537-9759)** and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

14. **WATER SUPPLY:** All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract.

The source, quality and quantity of water furnished shall, at all times, be satisfactory to the Designer.

15. **SIGNATURE OF BIDDERS:** The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In case of a corporation, the title of the officer signing must so state and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm." In the case of an individual, use the terms "doing business as," or "sole owner." The bidder shall further state, in his proposal, the name and address of each person or corporation interested therein.

16. **NOTICE OF SPECIAL CONDITIONS:** Attention of the bidder is particularly called to those parts of the General Contract Conditions and other contract documents and specifications which deal with the following:
- a. Insurance requirements
 - b. Federal Labor Standards Provisions, including Davis-Bacon wage rates
 - c. Requirement for a payment bond and performance bond for 100% of contract price
 - d. Requirement that all subcontractors be approved by the Owner
 - e. Time-for-completion and liquidated damages requirements
 - f. Safety standards
 - g. Contractor's responsibility to obtain permits
 - h. Affirmative Action and Equal Opportunity provisions
17. **ADDITIONAL OBLIGATIONS UPON CONTRACT AWARD:** Upon award of the contract, but prior to execution of the final agreement and notice to proceed, the contractor shall submit all of the following documents, completed as required:
- a. Acceptance of Notice of Award
 - b. Contract
 - c. Insurance certificate(s) and/or policy(ies) and Worker's Compensation Certificate
 - d. Performance bond
 - e. (If over \$10,000:) Contractor's Section 3 Plan with Table A and Table B
 - f. (If over \$10,000:) Certification of Bidder Regarding Equal Employment Opportunity
 - g. (If over \$10,000:) Certification(s) by (all) Proposed Subcontractors Regarding Equal Employment Opportunity
 - h. Certification of Bidder Regarding Section 3 and Segregated Facilities
 - i. Certification(s) of (all) Proposed Subcontractor(s) Regarding Section 3 and Segregated Facilities
 - j. (If over \$100,000:) Certification by Contractor and Subcontractors of Compliance with Air and Water Acts
 - k. Contractor's Certification of Compliance with Federal Labor Standards Provisions
 - l. Contractor's Certification concerning Labor Standards and Prevailing Wage Requirements
 - m. (All) Subcontractor's Certification(s) concerning Labor Standards and Prevailing Wage Requirements

18. **FOREIGN CORPORATIONS AND CONTRACTORS**

A. **Foreign Corporations**

Definition: "Foreign Corporation" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Ohio Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code.

19. **BID SECURITY CLARIFICATION**

The bid guaranty may be of two forms:

- ▶ A Bid Bond using the form in the Contract Documents. (The amount of the bid does NOT have to appear on this form.)
- ▶ A certified check, cashier's check or letter of credit in favor of Lucas County Commissioners, in the amount of 10% of the bid. If the contract is awarded, a Contract Bond will be required, which is a 100% payment and performance bond.

Bid Guaranty and Contract Bond - Bidder is cautioned that the Bid Guaranty, required by Section 153.54(B) ORC, be submitted on State Form of Bid Guaranty and Contract Bond and that the Bond is signed by both the Surety (Sureties) and the Bidder. Name and address of endorsers shall also be typed immediately below the signatures. IF THE AMOUNT IS LEFT BLANK, THE PENAL SUM OF THE BID GUARANTY AND CONTRACT BOND WILL BE THE FULL AMOUNT OF THE PRINCIPAL'S BASE BID PLUS ADD ALTERNATIVES, ALTERNATIVELY, IF COMPLETED, THE AMOUNT MUST BE NOT LESS THAN THE FULL AMOUNT OF THE BASE BID PLUS ADD ALTERNATIVES, STATED IN DOLLARS AND CENTS. **A PERCENTAGE IS NOT ACCEPTABLE.**

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

20. **BID EVALUATION CRITERIA AND PROCEDURE**

A. The award of the contract shall be made to the Bidder who submits the lowest and best Bid which meets the requirements of the Contract Documents and who is deemed by Lucas County to be fully capable of completing the Work in accordance with the Plans and Specifications and within the time allotted.

B. On any construction, repair, or renovation Project that has an estimated cost of over \$15,000, Lucas County may determine the lowest and best bid by considering the following factors:

- 1) Experience of the Bidder on Projects of the nature for which the Bid is being solicited.
- 2) Continuity of the Bidder's work force.
- 3) Bidder's participation in trade-relevant Department of Labor or State of Ohio approved apprenticeship programs, if such apprenticeship programs are available.
- 4) Bidder's familiarity with the Project.
- 5) Bidder's provision of a health plan, retirement plan, and OSHA (and, if applicable, EPA) compliant safety plan for its employees.
- 6) Number of years the Bidder has been in the construction business.
- 7) Bidder's construction experience in the preceding twelve (12) months, including original contract price for each project undertaken and the final cost of the project; the Bidder's compliance with completion deadlines, timely response to site cleanup and punch list; bonding experience and timely filing of maintenance bond.

8) Bidder's compliance with unemployment, workers compensation and federal and State prevailing wage laws; Bidder's compliance with the Fair Labor Standards Act and compliance with local and State taxation laws.

9) Whether Bidder's work force is drawn mainly from residents of Northwest Ohio (defined as Lucas, Wood, Williams, Defiance, Fulton, Henry, Ottawa, Sandusky, Seneca, Hancock, Putnam, Paulding and Erie counties) and/or Southeast Michigan (defined as townships of Erie, Bedford and Whiteford in Monroe County and Riga Township in Lenawee County).

a)The criteria in Item 9 will be considered in awarding a contract to other than the lowest bidder only when the lowest responsive bids are within 20% of the lowest bidder.

C. Lucas County reserves the right to evaluate any Bidder's proposed subcontractors using the same criteria specified in Sections A and B above.

D. The consideration of the criteria specified in Section B in no manner limits the Lucas County's discretion in awarding the contract.

GENERAL CONTRACT CONDITIONS

GENERAL CONTRACT CONDITIONS

ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS

- A. The project to be constructed pursuant to this contract will be financed with assistance from the federal Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.
- B. All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- C. The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

ARTICLE 2 - PERFORMANCE AND PAYMENT BONDS

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100 percent of the contract price. A Payment Bond and Performance Bond are required. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Under certain conditions, and within the limits of State and local laws and regulations, the Owner may waive the requirement that the Payment and Performance Bond be underwritten by a surety company and may authorize in lieu thereof, a personal bond backed by a letter of credit from a local lending institution for the full value of the Contract.

ARTICLE 3 - WAGE RATES

In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Federal Labor Standard Provision. A copy of these prevailing rates of wages has been included in these specifications.

Every Contractor and Subcontractor who is subject to this contract shall, as soon as he/she begins performance under his/her contract with the Owner, supply the Owner a schedule of the dates on which he/she is required to pay wages to employees. He/She shall also deliver to the prevailing wage coordinator within three weeks after each pay date, a certified copy of his/her payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and the total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract.

Insofar as possible, local labor shall be employed on this work.

ARTICLE 4 - AFFIRMATIVE ACTION

Each bidder, Contractor or Subcontractor (hereinafter the Contractor) must fully comply with either Part 1 or Part 11, as applicable, of Executive Order 11246 as stated on page G-3 during the performance of this contract or subcontract. The Contractor commits itself to the goals for minority manpower utilization in either Part 1 or Part 11, as applicable, and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.

The Contractor shall appoint a company executive to assume the responsibility for the Implementation of the requirements, terms and conditions of these bid conditions.

ARTICLE 5 - INSURANCE

A. CONTRACTOR LIABILITY INSURANCE

1. The Contractor shall purchase and maintain such 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 or Subcontractor is responsible.
 - a. Claims under workers compensation, occupational sickness or disease, disability benefit and other similar employee benefit acts;
 - b. Claims for damages because of bodily injury, occupational disease or illness, or death to a Contractor's employee;
 - c. Claims for damages because of bodily injury, disease or illness, or death of a person other than the Contractor's employee;
 - d. Claims for damages insured by usual personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or by any other person; and
 - e. Claims for damages because of injury or destruction of tangible property, including loss insurance.
2. The types and **minimum** limits of insurance required to be obtained and maintained by the Contractor during the term of the Contract are as follows:
 - a. Commercial General Liability Insurance

| | |
|--|----------------|
| General Aggregate Limit | \$2,000,000.00 |
| Products - Completed Operations Aggregate Limit | \$2,000,000.00 |
| Personal and Advertising Injury Limit | \$1,000,000.00 |
| Each Occurrence Limit | \$1,000,000.00 |

 - i) The minimum coverage limits required may be obtained through primary insurance or any combination of primary and umbrella insurance.
 - ii) The General Aggregate Limit shall be required on a per project basis.
 - iii) The Commercial General Liability Insurance policy shall name Lucas County, its officers, agents and employees as additional insured with all rights to due notices in the manner set out in this Article.

- iv) For any Project requiring 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 such amount as specified.

3. Comprehensive Automobile Liability Insurance

| | |
|---|----------------|
| Bodily Injury and Property Damage Liability Limit | |
| Each Occurrence | \$1,000,000.00 |

- a) The Comprehensive Automobile Liability Insurance policy shall cover owned, non-owned, and hired vehicles.

B. BUILDER'S RISK - NEW CONSTRUCTION

- 1. Unless otherwise specified in the Contract Documents, the Contractor shall provide and maintain, during the progress of the Work and until the execution of the certificate of Contract Completion by the County, a Builder's Risk insurance policy to cover all Work in the course of construction including falsework, temporary buildings and structures and materials used in the construction process, stored on or off site, or while in transit. Such insurance shall be on a Risk of Direct Physical Loss form policy and shall insure against the perils of fire and extended coverage and physical loss or damage including, but not limited to, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, flood, collapse and water damage. It shall also include debris removal, demolition occasioned by enforcement of any applicable legal requirement, and shall cover reasonable compensation for the County's services and expenses required to limit further loss.
- 2. Coverage must include provision to pay the reasonable extra costs of expediting temporary and/or permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and the extra costs of express or other means for rapidly transporting materials and supplies necessary to such repair or replacement.
- 3. Such Builder's Risk policy shall protect both the Contractor and the County from loss and provide coverage for materials in transit or stored off site and identified for the Project.
- 4. Coverage for other perils may be required if specified in the Special Conditions.
- 5. Unless otherwise specified in the Contract Documents, the Builder's Risk policy shall be written in the amount equal to 100 percent of the contract price, including landscaping, paving and other site Work.
- 6. The Builder's Risk policy shall specifically permit and allow for partial occupancy by the County prior to acceptance of the Project by the County.

C. BUILDER'S RISK - RENOVATIONS

- 1. When a Contractor is involved solely in the installation of materials and equipment and not in new building construction, the Contractor shall purchase and maintain either a Builder's Risk, Builder's Risk - Renovations, or Installation Floater insurance policy. Such policy shall comply with the same general conditions set forth in Article 2.2.

D. INSURANCE POLICY REQUIREMENTS

- 1. Each policy of insurance required to be purchased and maintained by the Contractor shall name the County as an additional insured and shall clearly indicate the Project for which it is being submitted.

2. No less than thirty (30) days prior written notice shall be given by the Contractor to the County in the event of material alteration, cancellation, non-renewal or expiration of the coverage contained in any of the insurance policies required by this Article.
3. The Contractor shall furnish the County, as a precedent to execution of the Contract, a certificate or certificates of insurance in a form satisfactory to the County to prove that the Contractor has complied with the requirements of this Article.
4. If the certificate of insurance is valid for a period of time less than the period during which the Contractor is required by the Contract to maintain insurance, said certificates shall be acceptable, however, the Contractor shall be obligated to renew the insurance policies as necessary and to provide to the County new certificates of insurance no less than ten (10) days before the expiration of the previous policy.
5. Upon request, the Contractor shall provide the County with a certified copy of any insurance policy required by this Article, including the provisions establishing premiums.
 - a. In no event shall any failure of the County to demand a certified copy of any required insurance policy be construed as a waiver of the obligation of the Contractor to obtain insurance required to be purchased and maintained by the Contract Documents.
6. All insurance shall be maintained in the required amounts, without interruption, from the date of the execution of the Contract until the date of approval on the certificate of Contract Completion by the County. Failure to maintain the required insurance during the time specified shall be just cause for termination of the Contract.
7. In the event the Contractor fails or refuses to maintain insurance policies as required by this Article, or if the policies are canceled or terminated, or if the aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required by \$500,000 or more, or modified in any way so that the policy does not meet the requirements of this Article, the County may refuse to make payment of monies due or coming due under other contracts between the Contractor and the County.
 - 1 At its sole discretion, the County may take the following actions:
 - a) use monies retained pursuant to paragraph 2.4.7 to renew or increase the Contractor's insurance as necessary for the periods and amounts needed to comply with this Article.
 - b) request that the Contractor's Surety remedy any deficiencies with the insurance requirements.
 - c) default the Contractor for failure to comply with the requirements of this Article.
8. During any period when the required insurance is not in effect, the County may suspend performance of the Contract.
 - a) If the Contract is so suspended, no additional compensation or extension of time shall be due on account thereof.
9. All certificates of insurance submitted to the County shall clearly set forth all exclusions and deductibles; the Contractor shall be responsible for the deductible limit of each policy and all exclusions under the Contract and as imposed by law.
10. Nothing in the Contract, including, but not limited to, Drawings, Specifications, Bid proposals, and insurance requirements, is intended to create in the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or any other

provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

11. The prompt repair or reconstruction of the Work as a result of an insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to the County.

E. WAIVERS OF SUBROGATION

The County 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 obtained pursuant to this Article or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the County as fiduciary.

- F. The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.

G. Worker's Compensation

All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Worker's Compensation insurance in full compliance with the laws of the State of Ohio.

- H. The Policies as listed above shall all contain all the following special provisions:

- I. "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the **Lucas County Board of Commissioners, Office of Management & Budget, One Government Center, Suite 800, Toledo, OH 43604.**
- ii. The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/her Subcontractors.
- iii. Each Contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.
- iv. Prior to commencement of any work under Contract, the Contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.

ARTICLE 6 - SAFETY

- A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He/She will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

- B. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. He/She will notify owners of adjacent utilities when prosecution of the work may affect them.
- C. The Contractor shall comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-586), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No. 75, Saturday, April 17, 1971. The Contractor shall also comply with Chapter 4104.9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to their health.
- D. The Contractor shall maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- E. Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.

ARTICLE 7 - PERMITS

The Contractor is responsible for obtaining and paying for all necessary permits and licenses from the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he/she shall promptly notify the Owner in writing.

ARTICLE 8 - SUPERVISION

- A. The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor and communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the work.
- B. The Owner and its representatives will, at all times, have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- C. The Contractor shall submit a proposed program of operation, showing clearly how he/she proposes to conduct the work as to bring about the completion of his/her work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his/her work will be sufficiently advanced to permit the installation of the work under other contracts, and the estimated progress payments due under the Contract. The work under this contract shall be so scheduled that as structures are completed, they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Owner.
- D. All construction as proposed along all City, Township, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing, sheeting and shoring shall be used to keep all construction work within the construction

limits unless work agreements are secured from the adjacent property owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Designer and the Owner prior to any work beginning on the affected property.

ARTICLE 9 - CLAIMS AGAINST CONTRACTOR

The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fail to do so, the Owner, may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments in good faith.

ARTICLE 10 - SUBCONTRACTING

- A. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder.
- B. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.
- C. The Contractor shall not award work to Subcontractor(s) without prior written approval of the Owner, after verification by the Ohio Department of Development of the subcontractor's current eligibility status, and after submission of all certifications as required in Item 17, page B-5, of INSTRUCTIONS TO BIDDERS. The Contractor shall be fully responsible to the Owner for the acts and omissions of the Subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

ARTICLE 11 - CHANGE OF WORK

- A. The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in details of work as may be deemed necessary or desirable. Such increases or decreases and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract.
- B. Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal shall be paid for as stipulated in the change order authorizing such work.
- C. No changes in work covered by the approved Contract shall be made without having prior written approval of the Owner.

ARTICLE 12 – TIME

- A. The Date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Contractor will proceed with the work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. The Contract Time to fully complete the project shall be within thirty (30) calendar days following the date of commencement of work to be specified in a written "Notice to Proceed."
- D. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, the Contractor will pay to the Owner for liquidated damages **\$100.00** for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

ARTICLE 13 - COMPLETION OF WORK

- A. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.
- B. When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the construction. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

ARTICLE 14 - TERMINATION

After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit, unless such termination was due to the act or conduct of the Contractor.

ARTICLE 15 – PAYMENT

Payment to the Contractor shall be made by the Owner as follows: Contractor shall make invoice payable to the **Lucas County Board of Commissioners** using standard AIA form or form using similar format. Owner shall confer with the Village of Waterville and Project Designer regarding satisfactory acceptance of work. The Owner's Representative shall certify on the pay request that he approved the completed work prior to the Owner making payment.

- A. An estimate of the cost of construction completed shall be made by the Contractor and submitted to the County's Project Representative for approval.
- B. Partial payment of the cost of construction, until 50% of the Project is completed, shall be made at the rate of fifty percent (50%) of the estimate.

- C. After 50% of the Project is completed, payment of the cost of construction shall be made at the rate of forty percent (40%) of the estimate.
- D. The amount of money withheld at the completion of the Project shall be ten percent (10%) which amount shall become due to the Contractor after ten days if the contract has been fully completed and the Work has been accepted in writing by the County.
- E. Estimates shall become due to the Contractor upon approval of the County, and the filing of the necessary affidavits.
- F. The Contractor shall submit an affidavit that all wages and materials due against the project have been paid or will be paid from the estimate.
- G. Prior to payment of the retainage specified in paragraph 16, the Contractor shall supply to the County a Maintenance Bond for one (1) year in the amount of ten percent (10%) of the final contract amount renewable for an additional year at the option of the County.
- H. From the date the contract is 50% complete, all funds retained shall be deposited in an escrow account established and handled in accordance with the requirements of Section 153.63 of the Ohio Revised Code. When the major portion of the contract is substantially completed or occupied, or in use, or otherwise accepted, and there exists no other reason to withhold retainage, the retained percentages held in connection with such portion shall be released from escrow and paid to the Contractor, withholding only that amount necessary to assure completion.
- I. Apparatus material and equipment delivered to and stored on the site of the Project during the previous month shall be paid for at the rate of 92% of its value, as shown by invoices and such supporting data, satisfactory to the County, as will establish the County's title to the material and equipment and protect its interest therein, including applicable insurance.
- J. Upon completion and acceptance of the Work, the County's Project Representative shall issue a certificate attached to the final payment request that the Work has been accepted by the County's Project Representative under the conditions of the Contract Documents. The entire balance found to be due to the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the County, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.
- K. The Contractor shall indemnify and save the County and the County's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work.
- L. The Contractor shall at the County's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.
- M. If the Contractor fails to do so the County may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any third party.
- N. In paying any unpaid bills of the Contractor, any payment so made by the County shall be considered as a payment made under the Contract Documents by the County to the Contractor and the County shall not be liable to the Contractor for any such payments made in good faith.
- O. If the County fails to make payment on any estimate after approving same or upon an unauthorized withholding of retainage, the Contractor, in addition to any other remedies allowed by law, shall be allowed interest on such monies not paid within thirty (30) days.

- P. Interest on the unauthorized withholding of retainage shall be in addition to any interest earned in the escrow account.
- Q. The rate of such interest shall be in accordance with the requirements of Section 153.14 of the Ohio Revised Code.

ARTICLE 16 - ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- A. The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of all claims and all liability to the Contractor other than claims in stated amounts as may be in connection with the Work and for every act and neglect of the County and others relating to or arising out of this Work.
- B. Any payment, final or otherwise, shall not release the Contractor of his Surety from any obligations under the Contract Documents, Bid Guarantee, and Contract Bond.

SUPPLEMENTAL GENERAL CONDITIONS

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications, and Addenda which form a part of this contract, as set forth in Article I of the General Contract Conditions, "Contract and Contract Documents."

| Drawings: | Number | Date |
|-----------|--------|------|
|-----------|--------|------|

| Specifications: <i>Included on Drawings</i> | Page |
|--|------|
|--|------|

| Addenda: | Number | Date |
|----------|--------|------|
|----------|--------|------|

2. STATED ALLOWANCES

The Contractor shall include the following cash allowances in his proposal:

3. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

None Known

4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under Article 5 of the General Contract Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than **\$2,000,000.00** for injuries, including accidental death, to any one person, and subject to the same limit for each person in an amount not less than **\$2,000,000.00** on account of one accident, and Contractor's Property Damage Insurance in an amount not less than **\$2,000,000.00**.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

5. PHOTOGRAPHS OF PROJECT

The Contractor will furnish photographs in the number, type, and state as enumerated below: **N/A**

6. SCHEDULE OF FEDERAL OCCUPATIONAL CLASSIFICATIONS AND DAVIS-BACON MINIMUM HOURLY WAGE RATES

Provided in FEDERAL DAVIS BACON WAGE DECISION section.

7. BUILDER'S RISK INSURANCE

The Contractor **will** maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

WORK SPECIFICATIONS
INCLUDED ON DRAWINGS

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide types of submittals listed in individual sections and number of copies required below.
 - 1. Shop drawings, reviewed and annotated by the Contractor – four blackline prints.
 - 2. Product data - 4 copies.
 - 3. Samples - 2, plus extra samples as required to indicate range of color, finish, and texture to be expected.
 - 4. Warranties - 4 copies.
 - 5. Closeout submittals - 4 copies.
- B. Comply with project format for submittals.
- C. Comply with submittal procedures established by Owner's Representative. Provide required resubmittals if original submittals are not approved. Provide distribution of approved copies including modifications after submittals have been approved.
- D. Samples and shop drawings shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including adjacent construction and related work. Note special coordination required. Note any deviations from requirements of the Contract Documents.
- E. Provide warranties as specified; warranties shall not limit length of time for remedy of damages Owner may have by legal statute. Warranties shall be signed by contractor, supplier or installer responsible for performance of warranty.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01400

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

1.2 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate. Comply with manufacturers' tolerances.

1.3 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

1.4 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to perform the following as applicable, and to initiate instructions when necessary.
 - 1. Observe site conditions.
 - 2. Conditions of surfaces and installation.
 - 3. Quality of workmanship.
 - 4. Start-up of equipment.
 - 5. Test, adjust and balance of equipment.

1.5 CONTRACTOR'S QUALITY CONTROL

- A. Perform quality control during installation.

PART 2 - PRODUCTS - NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION - NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide temporary services and utilities.
 - 1. Lighting and power.
 - 2. Telephone.
 - 3. Toilet facilities.
 - 4. Materials storage.
- B. Provide construction facilities.
 - 1. Construction equipment.
 - 2. Enclosures.
 - 3. Lighting.
- C. Provide security and protection requirements:
 - 1. Fire extinguishers.
 - 2. Barricades, warning signs, and lights.
 - 3. Building enclosure and lock-up.
 - 4. Environmental protection.
- D. Provide personnel support facilities:
 - 1. Sanitary facilities.
 - 2. Drinking water.
 - 3. Cleaning, trash removal and legal disposal of materials.

PART 2 - PRODUCTS - NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION - NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide products from one manufacturer for each type or kind as applicable. Provide secondary materials as acceptable to manufacturers of primary materials.
- B. Provide products selected or equal approved by Architect. Products submitted for substitution shall be submitted with complete documentation, and include construction costs of substitution including related work.
- C. Request for substitution must be in writing. Conditions for substitution include:
 - 1. An 'or equal' phrase in the specifications.
 - 2. Specified material cannot be coordinated with other work.
 - 3. Specified material is not acceptable to authorities having jurisdiction.
 - 4. Substantial advantage is offered to the Owner in terms of cost, time, or other valuable consideration.
- D. Substitutions shall be submitted prior to award of contract, unless otherwise acceptable. Approval of shop drawings, product data, or samples containing substitutions is not an approval of a substitution unless items is clearly presented as a substitution at the time of submittal.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01700

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. The following are prerequisites to substantial completion. Provide the following:
 - 1. Punch list prepared by Contractor and subcontractors as applicable.
 - 2. Supporting documentation.
 - 3. Warranties.
 - 4. Certifications.
 - 5. Occupancy permit.
 - 6. Start-up and testing of building systems.
 - 7. Change over of locks.
- B. Provide the following prerequisites to final acceptance:
 - 1. Final payment request with supporting affidavits.
 - 2. Completed punch list.
- C. Provide a marked-up set of drawings including changes which occurred during construction.
- D. Provide the following during project closeout:
 - 1. Submission of record documents.
 - 2. Submission of maintenance manuals.
 - 3. Training and turnover to Owner's personnel.
 - 4. Final cleaning and touch-up.
 - 5. Removal of temporary facilities.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01730

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide cutting and patching work to properly complete the work of the project, complying with project requirements for:
 - 1. Mechanical/electrical systems.
 - 2. Visual requirements, including detailing and tolerances.
 - 3. Operational and safety limitations.
 - 4. Fire resistance ratings.
 - 5. Inspection, preparation, and performance.
 - 6. Cleaning.
- B. Do not cut and patch in a manner that would result in a failure of the work to perform as intended, decrease energy performance, increase maintenance, decrease operational life, or decrease safety performance.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Match existing materials for cutting and patching work with new materials conforming to project requirements.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Inspect conditions prior to work to identify scope and type of work required. Protect adjacent work. Notify Building Owner of work requiring interruption to building services or operations.
- B. Perform work with workmen skilled in the trades involved. Prepare sample area of each type of work for approval.
- C. Cutting: Use cutting tools, not chopping tools. Make neat holes. Minimize damage to adjacent work. Inspect for concealed utilities and structure before cutting.
- D. Patching: Make patches, seams, and joints durable and inconspicuous. Comply with tolerances for new work.
- E. Clean work area and areas affected by cutting and patching operations.

END OF SECTION

SECTION 02220

DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Selective Demolition:

1. Selective demolition of interior partitions, systems, and building components designated to be removed.
2. Protection of portions of building adjacent to or affected by selective demolition.
3. Removal of abandoned utilities and wiring systems.
4. Pollution control during selective demolition, including noise control.
5. Removal and legal disposal of materials.

B. Asbestos and hazardous materials demolition or removal work is not part of this contract.

1.2 SUBMITTALS

- ###### A. Schedule: Submit for approval selective demolition schedule, including schedule and methods for capping utilities to be abandoned and maintaining existing utility service.

1.3 QUALITY ASSURANCE

- ###### A. Comply with governing codes and regulations. Use experienced workers.

- ###### B. Remove and store refrigerant according to regulations of authorities having jurisdiction.

1.4 PROJECT CONDITIONS

- ###### A. Immediate areas of work will not be occupied during selective demolition. The public, including children, may occupy adjacent areas.

- ###### B. No responsibility for buildings and structures to be demolished will be assumed by the Owner

PART 2 - PRODUCTS - NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

3.1 DEMOLITION

- ###### A. Do not damage building elements and improvements indicated to remain. Items of salvage value, not included on schedule of salvage items to be returned to Owner, shall be removed from structure. Storage or sale of items at project site is prohibited.

- ###### B. Locate, identify, disconnect, and seal or cap off utilities in portions of buildings to be demolished.

- ###### C. Provide and maintain interior and exterior shoring and bracing.

- D. Do not close or obstruct streets, walks, drives or other occupied or used spaces or facilities without the written permission of the Owner and the authorities having jurisdiction. Do not interrupt utilities serving occupied or used facilities without the written permission of the Owner and authorities having jurisdiction. If necessary, provide temporary utilities.
- E. Cease operations if public safety or remaining structures are endangered. Perform temporary corrective measures until operations can be continued properly.
- F. Provide adequate protection against accidental trespassing. Secure project after work hours.
- G. Restore finishes of patched areas.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide cast-in-place concrete for general building construction, including, without limitation:
 - 1. Footings, foundations, and walls.
 - 2. Slabs on grade.
 - 3. Concrete fill on structural decks.

1.02 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Mix Design: Submit for approval mix design proposed for use.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Testing: Employ an independent testing agency acceptable to Owner to design concrete mixes and to perform material evaluation tests. Provide 7 and 28 day cylinder tests. Comply with ASTM C 143, C 173, C 31 and C 39.
- C. Standards:
 - 1. ACI 301, Specifications for structural Concrete for Buildings.
 - 2. ACI 318, Building Code Requirements for Reinforced Concrete, and CRSI Manual of Standard Practice.
- D. Floor Flatness and Levelness Tolerances:
 - 1. Sealed floors and floors under materials such as Vinyl Tile, Ceramic Tile, and Carpet: ACI 302.1R and ASTM E 1155, floor flatness (Ff) of 20, floor levelness (Fl) of 17.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Concrete Design Mixes, ASTM C 94, 28 Day Compressive Strength:
 - 1. Columns, Beams, Walls, Foundations, and Footings:
 - a. Compressive Strength: 3000 psi.
 - 2. Slabs on Grade or Structural Deck:
 - a. Compressive Strength: 4000 psi.
 - 3. Exterior Site Concrete and Pads Exposed to Weather:
 - a. Compressive Strength: 4000 psi, 5% maximum air entrainment.
- B. Formwork: Plywood or metal panel formwork sufficient for structural and visual requirements.
- C. Reinforcing Materials:
 - 1. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
 - 2. Steel Wire Fabric: ASTM A 185, welded.

- D. Concrete Materials: ASTM C 150, Type I, Portland cement; potable water.
 - 1. Normal weight aggregates, ASTM C 33.
 - 2. Fly Ash: ASTM C 618, Type F.
- E. Concrete Admixtures: Containing less than 0.1 percent chloride ions.
 - 1. Air-Entraining Admixture: ASTM C 260, for exterior exposed concrete and foundations exposed to freeze-thaw.
 - 2. Colored Admixture: ASTM C979, ASTM C494, colored water-reducing pigments for integrally colored concrete.
- F. Auxiliary Materials:
 - 1. Reglets: Galvanized sheet steel reglets, minimum 26 gauge (.018 inch).
 - 2. Waterstops: Rubber or PVC waterstops.
 - 3. Vapor Retarder: ASTM E 154 polyethylene sheet, 10 mils.
 - 4. Water-Based Acrylic Membrane Curing Compound: ASTM C 309, Type 1, Class B.
 - 5. Evaporation Control Compound: Monomolecular film-forming compound.
- G. Concrete Finishes For Formed Surfaces:
 - 1. Surfaces Not Exposed To View: As-cast form finish.
 - 2. Surfaces Exposed To View: Smooth rubbed finish.
- H. Concrete Finishes for Monolithic Slabs:
 - 1. Trowel finish for surfaces to be exposed to view or covered with resilient flooring, carpet, tile, or other thin finish system.
 - 2. Nonslip broom finish for exterior concrete platforms, steps, ramps, and walks.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Comply with ASTM C 94. Do not change mix design without approval. Calcium chloride admixtures are not permitted.
- B. Chamfer exposed edges/corners to provide straight lines.
- C. Tolerance: Plus 1/8" in 10' for grade, alignment, and straightness.
- D. Construction Joints: Use keyways, continue reinforcement through joint.
- E. Expansion Joints: For exterior work locate 30' o.c. at approved locations. Provide smooth dowels across joint which permit 1" horizontal movement and no vertical shear movement.
- F. Isolation Joints: Provide between slabs and vertical elements such as columns and structural walls.
- G. Control Joints: Provide sawn or tooled joints or removeable insert strips; depth equal to 1/4 slab thickness. Spacing as required and approved.
- H. Wall Finishes: As-cast and patched for concealed work; rubbed smooth, filled and cement paste coated for exposed work.
- I. Slab Finishes: Obtain sample approval before beginning work.
 - 1. Trowel: Hard, smooth, uniform surface for areas open to view or to receive resilient flooring, carpet, or other thin finish material.
 - 2. Broom: After trowel finishing, roughen surface by fine brooming perpendicular to traffic direction for exposed exterior walks, steps and ramps.
 - 3. Hardener Finish: For exposed interior concrete floors. Follow manufacturer's directions.

J. Cure and protect work.

END OF SECTION

CAST-IN-PLACE CONCRETE
03300-3

SECTION 06100
ROUGH CARPENTRY

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. Documents affecting work of this section include, but are not limited to General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.02 SUMMARY

- A. Provide rough carpentry:
 - 1. Framing with dimension lumber.
 - 2. Framing with engineered wood products.
 - 3. Wood grounds, nailers, and blocking.
 - 4. Wood furring.
 - 5. Sheathing.
 - 6. Air infiltration barrier.

1.03 SUBMITTALS

- A. Submit for approval product data.

1.04 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Lumber Standards and Grade Stamps: U.S. Product Standard PS 20, American Softwood Lumber Standard and inspection agency grade stamps.
- C. Construction Panel Standards: PS 1, U.S. Product Standard for Construction and Industrial Plywood; APA PRP-108.
- D. Preservative Treatment: AWPA C2 for lumber and AWPA C9 for plywood; waterborne pressure treatment.
- E. Fire-Retardant Treatment: AWPA C20 for lumber and AWPA C27 for plywood; noncorrosive type.

1.05 GENERAL REQUIREMENTS

- A. Carefully lay out, cut, fit and erect all framing, ledgers, blocking and other items of carpentry.
- B. Do cutting and carpentry work required for building in work of their trades.
- C. Brace, plumb and level all members and secure with sufficient nails, spikes and bolts to insure rigidity.
- D. Provide and superintend installation of all bolts set into concrete and masonry for attachment of plates and other items of carpentry.
- E. Assist the Contractor for concrete and masonry work in laying out and placing all anchors, clips and supports.

- F. Provide wood blocking and nailers for roofing work.

PART 2 - PRODUCTS

2.01 LUMBER

- A. Lumber shall be sound stock thoroughly seasoned and well manufactured, free from warp or other defects which would impair strength or durability.
- B. All permanent lumber in contact with concrete or masonry surfaces and where shown on drawings, shall be Wolmanized (Koppers Company, Inc., or Owner approved equal) pressure treatment conforming in all respects to the current American Wood Preserver's Association and Federal Specification TT-W-550 and TT-W-535. Chemical injections shall be 0.25 pounds per cubic foot of wood. Wood cut on the job shall have cut ends liberally coated with a concentrated solution of the preservation.
- C. Fire-Retardant treatment (FR-S) lumber or plywood, if shown or specified, comply with AWPI Specification C-20B for pressure impregnation with fire-retardant chemicals to achieve a flame-spread rating of not more than 25 when tested in accordance with UL Test 723, ASTM E84 or NFPA Test 355. If lumber is cut after treatment, coat cut surfaces with heavy brush coat of the same fire-retardant chemical used for treatment.
- D. Where indicated on the Drawings, wood panels for roof sheathing shall be O.S.B. Sheathing APA rated as noted. Install with face grain across supports. Panel end joints shall occur over framing members. Allow 1/16" spacing at panel ends and 1/8" at panel edges. Nail 6: on center along panel edges and 12" on center at intermediate supports. Use nails sized for plywood thicknesses indicated. Install steel panel clips on free edges between trusses.
- E. OSB wall sheathing shall be 1/2" thick minimum, APA rated structural 1, exposure 1.

2.02 MATERIALS

- A. Dimension Lumber:
 - 1. Framing: Stud, No. 3 or Construction grade, or better.
 - 2. Structural framing: No. 2 grade, or better.
 - 3. Species: Spruce, Pine, Fir
- B. Boards:
 - 1. Exposed Boards: 19 percent moisture content.
 - 2. Concealed Boards: 19 percent moisture content.
- C. Miscellaneous Lumber:
 - 1. Moisture Content: 19 percent.
 - 2. Grade: Standard grade light framing.
- D. Engineered Wood Products:

1. Laminated Veneer Lumber: Laminated wood veneers with exterior type adhesive; design stresses for use intended.
 2. Prefabricated Wood I Joists: Stress-graded lumber bonded to APA performance rated panel with exterior type adhesive; design stresses for use intended.
 3. Composite Joists and Headers: Laminated lumber veneers; design stresses for use intended.
- E. Construction Panels:
1. Wall Sheathing: APA Sheathing, Exterior, Exposure 1.
 2. Roof Sheathing: APA Sheathing, Exterior, Exposure 1.
 3. Floor sheathing: Exposure 1, Structural.
 4. Plywood Backing Panels: APA C-D Plugged Exposure 1 with exterior glue, fire-retardant treated.
- H. Auxiliary Materials:
1. Air Infiltration Barrier: Woven polyolefin sheet.
 2. Sill Sealer Gaskets: Closed cell foam strip resilient insulation.
 3. Framing Anchors and Fasteners: Non-corrosive, suitable for load and exposure.
 4. Nails and pattern in accordance with Ohio building code and construction standards.
 5. Joist Hangers: Steel hot dipped galvanized.

2.03 ROUGH HARDWARE

- A. Provide and install all rough hardware, including bolts, screws, nails, anchors and metal fastenings or any nature for proper installation of carpentry.
- B. Use stainless steel anchor bolts at all treated sill plates.

PART 3 - EXECUTION

3.01 GENERAL

- A. All work shall be well fitted, accurately set and rigidly secured in place. Leveling of members resting on concrete or masonry shall be done with wood or other similar material.
- B. Cutting and fitting to accommodate other work shall be done as required and in a neat, workmanlike manner; any damaged work shall be patched or replaced.

3.02 INSTALLATION

- A. Wood framing: Comply with recommendations of NFPA Manual for House Framing, NFPA Recommended Nailing Schedule, and NFPA National Design Specifications for Wood Construction, National Design Specification for Wood Construction.
- B. Plywood and oriented strand board (OSB): Comply with recommendations of APA Design and Construction Guide – Residential and commercial, and APA Technical Bulletin U425 – expansion joints for large buildings.
- C. Provide nailers, blocking and grounds where required. Set work plumb, level and accurately cut.
- D. Install stainless steel drilled or expansion anchors at connection of bottom plate of interior walls/partitions to slab.
- E. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction. Coordinate with other work.

- F. Comply with manufacturer's requirements for cutting, handling, fastening and working treated materials.
- G. Restore damaged components. Protect work from damage.

3.03 WOOD NAILERS AND BLOCKING

- A. Nailers shall be provided where shown on the Drawings and/or required to complete work. Bolts shall be countersunk into nailers. Top members of nailers shall be thoroughly spiked in place. Exterior face of nailers shall be plumb, level and straight in an even plane.
- B. Lumber shall be bored for bolts and countersunk for heads. Provide and install washers under all bolt heads and nuts. All nailers and other similar items, unless otherwise indicated, shall be furnished and installed in long lengths to minimize joints. Where joints are required, they shall be made with no projecting edges. Exterior face of nailers shall be plumb, level and straight in even planes.
- C. Provide 2" thick wood blocking behind all wall mounted fixtures such as grab bars, hand-rails, drapery track, brackets and other accessories as required.

3.04 ANCHORS

- A. Set anchors furnished by the Contractor for misc. metal.

3.05 SILLS

- A. Where indicated on the Drawings, sills shall be set level and true. Sills shall be anchored to concrete or masonry walls at both sides of corners and at 48" centers with ½" diameter, 18" long anchor bolts with nuts and washers.

3.06 JOISTS, RAFTERS AND BEAMS

- A. Joists, rafters and beams shall be set with crown up and when resting on masonry walls and built-in, shall be fire-cut at ends in wall. Double all joists parallel to the under nonbearing partitions except as noted below. Such double joists are to be separated with solid blocking.
- B. Cutting of joists or beams for pipes shall be done only upon approval of the Architect and in no case more than as follows: bore no holes over 1" in diameter; no cuts to be made in beams over 2'-0" away from bearing nor deeper than 2" either on top or bottom of beam. Do not cut same joist top and bottom.
- C. Double joists and all rafters are to form trimmers and provide double header at the following locations, except as noted below and unless marked otherwise on the Drawings; at stairs, at hearths, at chimneys, for soils and wastes, at bulkheads, at trap doors.
- D. Where headers exceed 6'0" in length and when they occur more than 3'0" from bearing, trimmers shall be tripled.
- E. Ends of lapped joists on bearing shall be securely spiked together. Beam, rafter or joist bearing on wood shall have at least 4" bearing.

3.07 STUD FRAMING

- A. Arrange three studs to provide for nailing at all corners. Double all studs at sides of openings. Inside studs to be broken at head to receive headers.

- B. Space studs to accommodate ducts and strap studs together where holes are cut. All studs shall be spaced 16" on center unless noted or specified otherwise, and unless other spacing is required for ducts and pipes. Securely spike studs to ribbons, joists, plates and sills.

3.08 PROCEDURE

- A. Install continuous line of foam sill sealer (5-1/2" x 1/4") under all exterior walls and under all common walls separating adjoining dwelling units including corridor walls.

- B. Wall Sheathing

- 1. Install OSB (oriented strand board) sheathing on entire exterior of all buildings.
- 2. Nailing pattern and fastener schedule:

| <u>Material</u> | <u>Type Nails</u> | <u>Nailing Pattern</u> |
|------------------|---|--------------------------------------|
| 1/2" or less OSB | 8d common nails (required on shear walls) or 7/16" x 1-1/2" min staples | 6" o.c. edges; 12" o.c. in the field |

- 3. Install house wrap pursuant to manufacturer's recommended installation guidelines and technical specifications and applicable building codes.

- C. Floor Sheathing

- 1. Install sheathing on entire floor area.
- 2. Stagger end joints and allow 1/8" space. All end joints shall occur over supports.
- 3. Use adhesive on joist and ribbons meeting A.P.A. specifications APG-01 and applied in accordance with manufacturer's recommendations.
- 4. Nailing pattern and type of fastener schedule:

| <u>Material</u> | <u>Type Nails</u> | <u>Nailing Pattern</u> |
|-----------------|-------------------|--|
| 3/4" T&G OSB | 8d common nails | Two rows @ 6" o.c. edges at double joists, 10" o.c. in the field |

- D. Roof Sheathing

- 1. Install sheathing on entire roof area.
- 2. Install plywood clips where required.
- 3. Stagger end joints and allow 1/8" space. All end joints shall occur over supports. Space edge panels 1/8".
- 4. Nailing pattern and types of fastening schedule:

| <u>Material</u> | <u>Type Nails</u> | <u>Nailing Pattern</u> |
|------------------|--|--------------------------------------|
| 5/8" or less OSB | 8d common nails or 7/16" x 1-1/2" min. staples. | 6" o.c. edges; 12" o.c. in the field |

END OF SECTION

SECTION 06600

GLASS FIBER REINFORCED PLASTIC PANELING

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide fiberglass reinforced plastic (FRP) paneling for wall surfaces, including trim and accessories.

1.02 SUBMITTALS

- A. Product data: Submit manufacturers' product data and installation instructions for each material and product used.
- B. Samples: submit two representative samples of each material specified indicating visual characteristics and finish.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 – PRODUCTS

2.01 MATERIALS

- A.. FRP wall panels: 0.09 inch thick, embossed, Class "C" wall panels, ASTM D5319. Color as selected from standard colors.
- B. Manufacturers: Crane Composites, Inc., Glasteel, Marlite, Inc. or approved equal.
- C. Accessories:
 - 1. Moldings, trim and caps: One-piece extruded polypropylene or PVC, configured to cover panel edges and corners.
 - 2. Panel adhesive: Low VOC type as recommended by panel manufacturer for the required substrates.
 - 3. Panel Sealant: Low VOC type single-component, mildew-resistant silicone.

2.02 SOURCE QUALITY CONTROL

- A. Obtain fiberglass reinforced panels, moldings and other accessories from a single manufacturer.

PART 3 - EXECUTION

3.01 GENERAL

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Allow for expansion and contraction. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other Sections.
- B. Verify that substrates previously installed under other Sections are acceptable for product installation in accordance with FRP manufacturer's instructions. Examine substrate surfaces to determine that corners are plumb and straight, that surfaces are smooth, sound and uniform, that nail or screw fasteners are countersunk. Do not begin panel installation until substrate surfaces are in satisfactory condition.
- C. Condition panels by unpacking in installation place no less than 24 hours before installation. Lay out paneling before beginning installation. Locate panel joints to provide equal panel widths at ends of walls and so that trimmed panels at corners are not less than 12 inches wide.
- D. Install panels with manufacturer's recommended gap for panel field and corner joints. Install panels in full spread of adhesive.
- E. Fill grooves in trim accessories with sealant before installing panels and bed inside corner trim in a bead of sealant.
- F. Clean installed panels in accordance with manufacturer's instructions.

END OF SECTION

SECTION 07210
BUILDING INSULATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide building insulation and vapor retarders.

1.02 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Submit for approval test reports.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Blanket/Batt Insulation:
 - 1. Application: Thermal insulation in studs in exterior walls.
 - 2. Application: Thermal insulation at underside of roofs, over heated spaces and over soffits.
 - 3. Application: Acoustic insulation in studs in interior walls and above ceiling.
 - 4. Type: Glass fiber or mineral slag fiber, ASTM C 665, Type I (unfaced).
- B. Vapor Retarder (Not Integral with Insulation):
 - 1. Application: Exterior walls and ceilings.
 - 2. Type: Polyethylene, ASTM D 4397, 6 mils, 0.13 perm vapor transmission rating.
- C. Accessories:
 - 1. Adhesives and mechanical anchors and clips.
 - 2. Protection board.
 - 3. Crack sealers and tapes.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction. Coordinate with work of other sections. Provide full thickness in one layer over entire area, tightly fitting around penetrations.
- B. Install vapor retarder over entire area of inside face of exterior walls and elsewhere as indicated. Seal all seams and around perimeter and penetrations with duct tape to form a continuous vapor retarder free of holes.
- C. Protect installed insulation and vapor retarder.

END OF SECTION

BUILDING INSULATION
07210-2

SECTION 07600

FLASHING, SHEET METAL, AND ALUMINUM TRIM

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide flashing, sheet metal, aluminum trim, and aluminum soffits.

1.02 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Shop Drawings: Submit shop drawings indicating material characteristics, details of construction, connections, and relationship with adjacent construction.
- C. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Applications:
 - 1. Metal counterflashing and base flashing.
 - 2. Exterior wall flashing.
 - 3. Metal step flashing.
 - 4. Gutters and downspouts.
 - 5. Sheet metal accessories.
- B. Sheet Metal Flashing and Trim:
 - 1. Aluminum trim sheet: Pre-finished, .019" gauge.
- C. Gutters and Downspouts:
 - 1. Aluminum Gutters: Pre-finished, .027" gauge, 'OG', color as selected by Architect.
 - 2. Aluminum Downspouts: Pre-finished, .019" gauge, corrugated, color as selected by Architect.
- D. Auxiliary Materials:
 - 1. Bituminous isolation coating.
 - 2. Mastic and elastomeric sealants.
 - 3. Reglets and metal accessories.
 - 4. Gutter and conductor head guards, diverters and elbows.
 - 5. Asphaltic roofing cement.
 - 6. Aluminum fasteners and channels.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Follow recommendations of SMACNA Sheet Metal Manual. Allow for expansion. Isolate dissimilar materials.
- B. Install materials and systems in accordance with manufacturer's instructions, accepted methods, and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections.
- C. Restore damaged components and finishes. Clean and protect work from damage.

END OF SECTION

SECTION 07900

JOINT SEALERS

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide joint sealers at interior vertical and horizontal joints.
- B. Sealing of joints between door frames.
- C. Sealing for thresholds and sills.
- D. Sealing of joints between wood, metal and masonry.
- E. Sealing of sanitary joints at countertops, plumbing fixtures, etc.

1.02 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.
 - 1. Include manufacturer's full range of color and finish options if additional selection is required.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Silicone Elastomeric Joint Sealants:
 - 1. Manufacturers: Dow Corning, GE Silicones, Tremco, or approved equal.
 - 2. Type and Application: One-part mildew resistant silicone sealant, ASTM C 920, modulus as required for application:
 - a. Application: For interior joints to seal around showers, tubs, sinks, piping, plumbing fixtures, and other sanitary applications.
- B. Latex Joint Sealants:
 - 1. Manufacturers: Pecora Corporation, Polymeric Systems, Inc., Sonneborn Building Products, Tremco, or approved equal.
 - 2. Type: Acrylic-emulsion, ASTM C 834.
 - 3. Application: Interior joints in vertical and overhead surfaces with limited movement.
- C. Fire-Resistive Joint Sealers:
 - 1. Type: One part fire-stopping sealant.
 - 2. Application: Penetrations in fire-rated floor and wall assemblies.

- D. Specialty Sealants:
 - 1. Type and Application: Synthetic rubber for acoustical sealant for concealed joints.
- E. Auxiliary Materials:
 - 1. Plastic foam joint fillers.
 - 2. Elastomeric tubing backer rods.
 - 3. Bond breaker tape.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Examine substrate; report unsatisfactory conditions in writing. Beginning work means acceptance of substrates.
- B. Provide sealants in colors as selected from manufacturer's standards.
- C. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections. Clean and prime joints, and install bond breakers, backer rods and sealant as recommended by manufacturers.
- D. Depth shall equal width up to 1/2" wide; depth shall equal 1/2 width for joints over 1/2" wide.
- E. Cure and protect sealants as directed by manufacturers. Replace or restore damaged sealants. Clean adjacent surfaces to remove spillage.

END OF SECTION

SECTION 08110

HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide steel doors and frames.

1.02 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Shop Drawings: Submit shop drawings indicating material characteristics, details of construction, connections, and relationship with adjacent construction.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Standards: ANSI/SDI-100, Recommended Specifications for Standard Steel Doors and Frames.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Manufacturers: Amweld Building Products, Ceco Door Products, Curries Co., Mesker Door, Steelcraft Manufacturing, or approved equal.
- B. Steel Door Frames:
 - 1. Interior Frames:
 - a. Material: Sheet steel.
 - b. Corners: Mitered or coped.
 - c. Type: Knockdown.
 - d. Thickness: 18 gauge (.0358 inch).
 - 2. Accessories:
 - a. Door silencers.
 - b. Hardware reinforcements – SDI 107.
 - 3. Finish: Factory primed and field painted.
- C. Steel Barrowed Lite Frames:
 - 1. Interior Frames:
 - a. Material: sheet steel.
 - b. Corners: mitered.
 - c. Type: Welded.
 - d. 18 gauge (.0358 inch).

PART 3 – EXECUTION

INSTALLATION

- A. Fabricate work to be rigid, neat and free from seams, defects, dents, warp, buckle, and exposed fasteners. Install doors and frames in compliance with SDI-100, NFPA 80, and requirements of authorities having jurisdiction.
- B. Hardware: Prepare doors and frames to receive hardware on final schedule. Provide for 3 silencers on single door frames; 2 on double door frames, (interior doors).
- C. Shop Finish: Clean, treat and prime paint all work with rust-inhibiting primer comparable with finish paint specified in Division 9 section. Provide asphalt emulsion sound deadening coating on concealed frame interiors.
- D. Touch-up damaged coatings and leave ready to receive finish painting.

END OF SECTION

SECTION 08210
FLUSH WOOD DOORS

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide flush wood doors.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.
- C. Warranty: Submit manufacturer's standard warranty. Include labor and materials to repair or replace defective materials.
 - 1. Solid-Core Interior Doors: Life of installation.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Quality Standards: [NWWDA I.S.1-A, "Architectural Wood Flush Doors."] [AWI's "Architectural Woodwork Quality Standards Illustrated."].
- C. Fire Rated Wood Doors: Meet NFPA 80 requirements.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Manufacturers: Algoma Hardwoods, Eggers Industries, VT Industries Inc, Marshfield Door Systems, Inc, Mohawk Flush Doors, Inc., or approved equal.
- B. Interior Solid Core Doors:
 - 1. Thickness: 1-3/4 inches thick.
 - 2. Grade: Custom.
 - 3. Construction: 5-ply construction.
 - 4. Core: Particleboard.
 - 5. Face: Rotary Select White Birch or Red Oak to match existing.
 - 6. Finish: Site finished to match existing.

- C. Fitting and Finish:
 - 1. Fitting: Factory-prefit and premachined doors.
 - 2. Finish: Site finished.

- D. Auxiliary Materials:
 - 1. Metal louvers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NWMA I.S. 1A and specified quality standard.

- B. Prefit doors to frames. Premachine doors for hardware listed on final schedules. Factory bevel doors.

- C. Install doors with not more than 1/8" clearance at top and sides, 1/4" at bottom. Comply with NFPA 80 for rated assemblies.

- D. Adjust, clean, and protect.

END OF SECTION

SECTION 09260

GYPSUM BOARD ASSEMBLIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide gypsum board assemblies:
 - 1. Interior walls, partitions, and ceilings with tape and joint compound finish.
 - 2. Steel framing systems to receive gypsum board.
 - 3. Insulation and vapor barrier systems in gypsum board assemblies.
 - 4. Installation of access panels in gypsum board assemblies.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Tolerances: Not more than 1/16-inch difference in true plane at joints between adjacent boards before finishing. After finishing, joints shall be not be visible. Not more than 1/8 inch in 10 feet deviation from true plane, plumb, level and proper relation to adjacent surfaces in finished work.
- C. Fire Resistance for Fire-Rated Assemblies: ASTM E 119.
- D. Mock-Ups: Provide mock-up as required to demonstrate quality of workmanship and level of finish.
- E. Performance: Fire, structural, and seismic performance meeting requirements of building code and local authorities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Manufacturers of Gypsum Board: Georgia-Pacific Corp., LaFarge North America, National Gypsum Co., United States Gypsum Co., or approved equal.
- B. Manufacturers of Steel Framing and Furring: Dale Incor, Dietrich Industries, Marino Ware, National Gypsum Co., Unimast, or approved equal.
- C. Manufacturers of Grid and Suspension Systems: Armstrong World Industries, Chicago Metallic, United States Gypsum Co., or approved equal.
- D. All fasteners, tapes, beads, cement, accessories and incidentals shall be of the same manufacturer as the gypsum board.

- E. Gypsum Board:
 - 1. Gypsum Wallboard for Tape and Joint Compound Finish: ASTM C 36, regular, moisture-resistant, foil-backed, and fire-rated types as required:
 - a. Typical Thickness: 5/8 inch.
 - 2. Water-Resistant Gypsum Backing Board: ASTM C 630, regular and fire-rated types as required:
 - a. Typical Thickness: 5/8 inch.
 - 3. Joint Treatment: ASTM C 475 and ASTM C 840, 3-coat system, paper or fiberglass tape.
- F. Trim Accessories:
 - 1. Material: Metal or plastic trim.
 - 2. Types: Cornerbead, edge trim, and control joints.
- G. Steel Framing for Suspended and Furred Ceilings:
 - 1. Furring Channels: ASTM C 645 [ASTM A 653, G60, hot-dip galvanized] [Manufacturer's standard corrosion-resistant zinc] coating:
 - a. Type: Standard.
 - b. Thickness: 25 gauge (.0179 inch).
 - 2. Accessories: Hangers and inserts.
- H. Auxiliary Materials:
 - 1. Gypsum board screws, ASTM C 1002.
 - 2. Gypsum board nails, ASTM C 514.
 - 3. Fastening adhesive.
 - 4. Concealed acoustical sealant.
 - 5. Mineral fiber sound attenuation blankets.
 - 6. Mineral fiber thermal insulation.
 - 7. Polyethylene vapor retarder, 6 mils.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Wood Framing: Install wood framing in compliance with Section 06100 - Rough Carpentry. Install with tolerances necessary to produce substrate for gypsum board assemblies with tolerances specified. Include blocking for items such as railings, grab bars, casework, toilet accessories and similar items.
- B. Install gypsum board for tape and 3-coat joint compound finish in compliance with ASTM C 840 and GA 216, Recommended Specifications for the Application and Finishing of Gypsum Board. Install gypsum board assemblies true, plumb, level and in proper relation to adjacent surfaces.
- C. Install gypsum board for veneer plaster finish in compliance with ASTM C 844. Install gypsum board assemblies true, plumb, level and in proper relation to adjacent surfaces.
- D. Secure furring channels in strict accordance with manufacturer's instructions and recommendations.
- E. Provide continuous vapor retarder at exterior walls and insulated ceilings.
- F. Provide fire-rated systems where indicated and where required by authorities having jurisdiction.

- G. Install boards horizontally. Do not allow butt-to-butt joints and joints that do not fall over framing members.
- H. Control joint beads maximum spacing locations, and installation in strict accordance with gypsum board manufacturer's and gypsum association instructions and recommendations. Maintain continuity of rated wall assemblies per U.L. and manufacturer's instructions.
- I. Install access panels to be furnished and located by other trades. Install attic access panels.
- J. Install trim in strict compliance with manufacturer's instructions and recommendations.
- K. Repair surface defects. Leave ready for finish painting or wall treatment.

END OF SECTION

SECTION 09650

RESILIENT FLOORING

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide resilient flooring and floor preparation.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.
- C. Extra Stock: Submit extra stock equal to 2% of total used.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Performance: Fire performance meeting requirements of building code and local authorities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Vinyl Sheet Flooring:
 - 1. Manufacturers: Armstrong World Industries, Forbo Industries, Mannington Commercial Resilient, Tarkett, or approved equal.
 - 2. Sheet Vinyl Without Backing: ASTM F 1913:
 - a. Type: Commercial grade, 0.080 inches thick.
 - 3. Wearing Surface: Non skid.
 - 4. Seams: Heat welded.
- B. Auxiliary Materials:
 - 1. Edge strips and terminations.
 - 2. Feature strips and inlaid borders.
 - 3. Leveling compound.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with manufacturer's instructions and recommendations. Install in proper relation to adjacent work.

- B. Prepare surfaces by cleaning, leveling and priming as required. Test adhesive for bond before general installation. Level to 1/8" in 10' tolerance.
- C. Sheet Flooring: Install sheets with tight joints and pattern in adjoining areas running in the same direction. Layout to minimize seams as approved.
- D. Clean, polish, and protect.

END OF SECTION

SECTION 09651

RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide resilient wall base and accessories.

1.02 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Manufacturers: AFCO Rubber Corp., Johnsonite, Roppe, VPI Floor Products, or approved equal.
- B. Resilient Wall Base:
 - 1. Rubber Wall Base: FS SS-W-40, Type I.
 - 2. Thickness: 0.125 inches thick.
 - 3. Height: 4 inches and 6 inches.
- D. Installation Accessories:
 - 1. Trowelable Underlayment and Patching compounds: latex-modified, Portland-cement based formulation.
 - 2. Adhesives: Water-resistant type.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Comply with manufacturer's instructions and recommendations. Install in proper relation to adjacent work.
- B. Install base and accessories to minimize joints. Install base with joints as far from corners as practical.
- C. Clean, polish, and protect.

END OF SECTION

RESILIENT BASE AND ACCESSORIES
09651-2

SECTION 09910

PAINTING

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide the following:
 - 1. Painting and surface preparation for interior unfinished surfaces as scheduled.
 - 2. Painting and surface preparation for exterior unfinished surfaces as scheduled.
 - 3. Field-painting and surface preparation of exposed mechanical and electrical piping, conduit, ductwork, and equipment.

1.02 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.
 - 1. Include manufacturer's full range of color and finish options if additional selection is required.
- C. Extra Stock: Submit one unopened gallons of each paint and color used in the project.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Regulations: Compliance with VOC and environmental regulations.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Manufacturers: ICI Devco Coatings, Benjamin Moore, Pratt and Lambert, Sherwin Williams or approved equal.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Inspect surfaces, report unsatisfactory conditions in writing; beginning work means acceptance of substrate.
- B. Comply with manufacturer's instructions and recommendations for preparation, priming and coating work. Coordinate with work of other sections.
- C. Re-coat or remove and replace work which does not cover or shows loss of adhesion. Clean up, touch up and protect work.

3.02 PAINT SCHEDULE

- A. Gypsum Drywall Walls:
 - 1. Gloss:
 - a. Eggshell
 - 2. System:
 - a. 1 coat latex primer
 - b. 2 coats latex finish (no primer required at high abuse walls)
- B. Gypsum Drywall Walls and Ceilings in Bathrooms, Kitchens and Wet Areas:
 - 1. Gloss:
 - a. Eggshell
 - 2. System:
 - a. 1 coat latex primer
 - b. 2 coats latex enamel finish
- C. Gypsum Drywall Ceilings:
 - 1. Gloss:
 - a. Flat
 - 2. System:
 - a. 1 coat latex primer
 - b. 2 coats latex finish
- D. Wood for Painted Finish:
 - 1. Gloss:
 - a. Semi
 - 2. System:
 - a. 1 coat interior alkyd enamel undercoat
 - b. 2 coats latex enamel
- E. Exterior Wood/Composition Siding/Trim for Painted Finish:
 - 1. Gloss:
 - a. Semi
 - 2. System:
 - a. 1 coat exterior primer
 - b. 1 coat latex enamel
- F. Ferrous Metals:
 - 1. Gloss:
 - a. Semi
 - 2. System:
 - a. 1 coat rust-inhibiting primer
 - b. 1 coat alkyd enamel
- G. Galvanized Metal:
 - 1. Gloss:
 - a. Semi
 - 2. System:
 - a. 1 coat galvanized metal primer
 - b. 1 coat alkyd enamel

END OF SECTION

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BITTERSWEET COMMERCIAL KITCHEN

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| Section 01730 | Cutting and Patching |

DIVISION 2 - SITE CONSTRUCTION

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| Section 02220 | Demolition |
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DIVISION 3 - CONCRETE

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| Section 03300 | Cast-In-Place Concrete |
|---------------|------------------------|

DIVISION 6 - WOOD AND PLASTICS

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DIVISION 8 - DOORS AND WINDOWS

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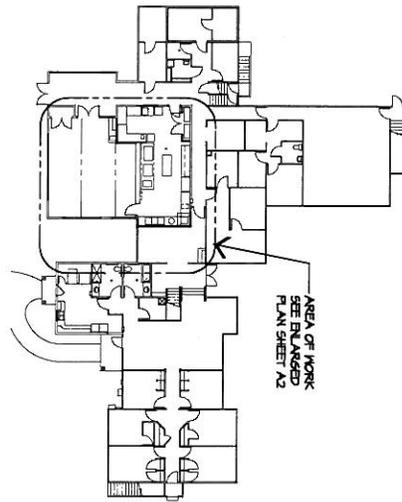
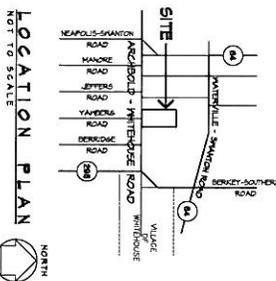
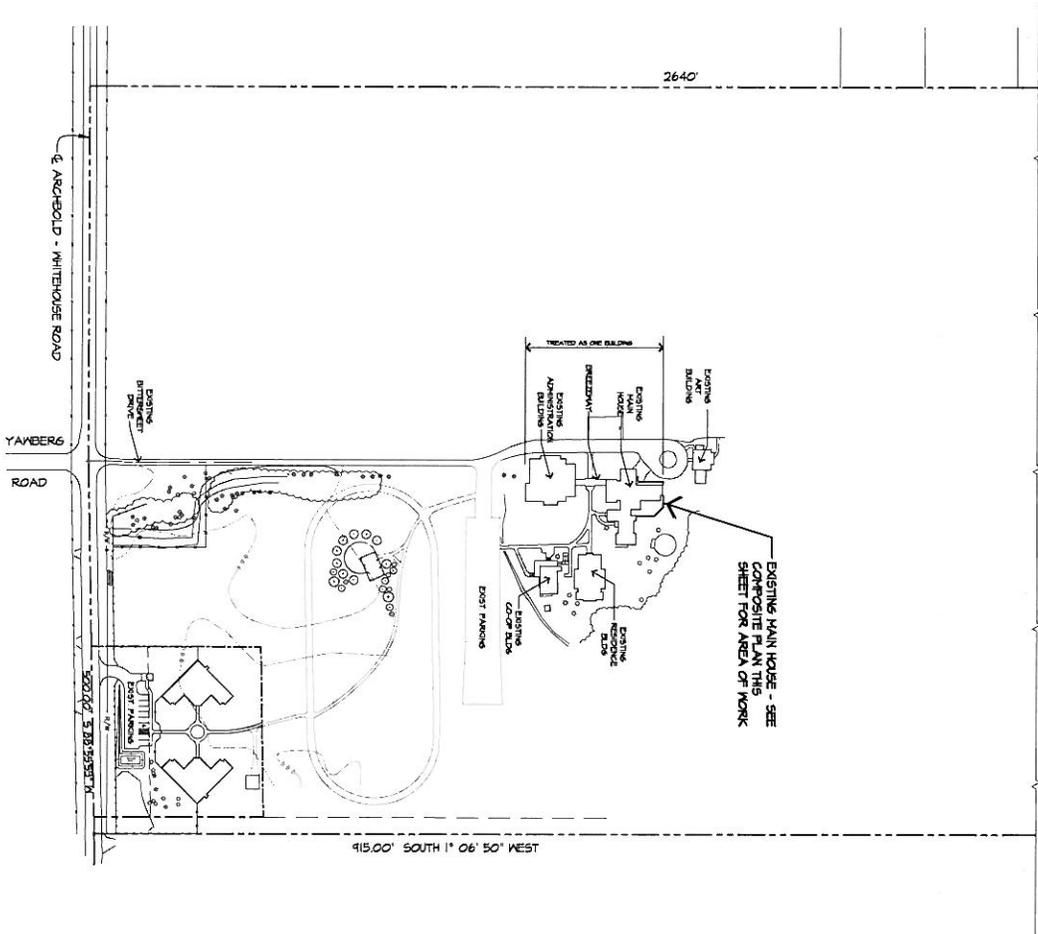
DIVISION 9 - FINISHES

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DATE: 7/11/13

SITE PLAN
SCALE: 1" = 100'



MAIN HOUSE COMPOSITE PLAN
SCALE: 1/8" = 1'-0"



LIST OF DRAWINGS

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- M1 HVAC PLAN
- E1 ELECTRICAL PLANS

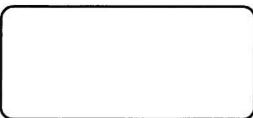
2011 OGC INFORMATION
 EXISTING BUILDING
 ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE NATIONAL GREEN BUILDING RATED SYSTEM (LEED) 2009. OCCUPANT OFFICE: 10' 0" x 10' 0"
 TOTAL AREA = 13773 SQ. FT.
 TOTAL OCCUPANTS = 200
 TOTAL BURNED AREA = APPROX 100 SQ. FT.
 NO CHANGE OF USE
 NO INCREASE IN AREA
 NO TOWER
 NO WORKS TO REMOVE EXISTING STRUCTURE OR SIGNIFICANT

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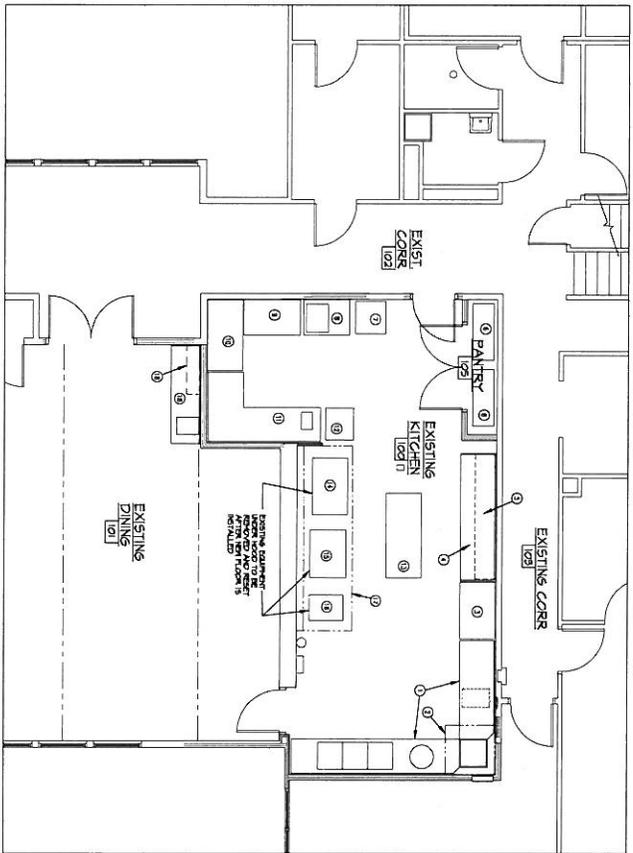
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DATE:
7/11/13

MAIN HOUSE KITCHEN RENOVATIONS FOR BITTERSWEET FARMS
 12660 ARCHBOLD WHITEHOUSE RD. WHITEHOUSE, OH 43071
SITE PLAN & COMPOSITE PLAN



COGER/SHAMBARGER ARCHITECT, INC.
 419-537-9759 FAX: 419-537-6589
 3550 SECOR ROAD SUITE 100
 TOLEDO, OHIO 43608-1538



EQUIPMENT PLAN
SCALE: 1/4" = 1'-0"



| MARK | DESCRIPTION | MANUFACTURER / MODEL | SIZE | REQUIREMENTS | REMARKS |
|------|-------------------------------|----------------------|-----------|-------------------------|-------------------------|
| 1 | DISHWASHER | EXISTING REFR | 14" x 24" | ELECTRICAL | RELOCATE TO NEW KITCHEN |
| 2 | REFRIGERATOR | EXISTING REFR | 42" x 24" | ELECTRICAL | RELOCATE TO NEW KITCHEN |
| 3 | EXISTING STAINLESS STEEL SINK | EXISTING REFR | 42" x 24" | SEE ELECTRICAL SCHEDULE | |
| 4 | EXISTING COUNTER & CABINET | EXISTING REFR | 42" x 24" | | |
| 5 | EXISTING REFR | EXISTING REFR | 42" x 24" | | |
| 6 | EXISTING REFR | EXISTING REFR | 42" x 24" | | |
| 7 | EXISTING REFR | EXISTING REFR | 42" x 24" | | |
| 8 | EXISTING REFR | EXISTING REFR | 42" x 24" | | |
| 9 | EXISTING REFR | EXISTING REFR | 42" x 24" | | |
| 10 | EXISTING REFR | EXISTING REFR | 42" x 24" | | |
| 11 | EXISTING REFR | EXISTING REFR | 42" x 24" | | |
| 12 | EXISTING REFR | EXISTING REFR | 42" x 24" | | |
| 13 | EXISTING REFR | EXISTING REFR | 42" x 24" | | |
| 14 | EXISTING REFR | EXISTING REFR | 42" x 24" | | |
| 15 | EXISTING REFR | EXISTING REFR | 42" x 24" | | |
| 16 | EXISTING REFR | EXISTING REFR | 42" x 24" | | |

GENERAL EQUIPMENT NOTES

1. THIS DRAWING IS TO BE USED AS A GUIDE FOR FOOD SERVICE EQUIPMENT LAYOUT & FOR ROOM SIZING. SEE ALL OTHER DRAWINGS FOR DIMENSIONS & FINISHES.
2. ALL FOOD SERVICE EQUIPMENT SHALL BE PROVIDED TO A VENDOR TO BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
3. VENDOR INSTALLATION INCLUDES REPAIRS.

PROPOSAL FORMS

BID FORM

Place : Lucas County

Date : _____

Proposal of _____ (hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of _____,** a partnership, or an individual doing business as _____.

To the Lucas County Board of Commissioners _____ (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the **"Village of Waterville 2009 Curb Ramp Program"** having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of the materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project **within 30 calendar days upon issuance of "Notice to Proceed"** as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of **\$ 100.00** for each consecutive calendar day thereafter as hereinafter provided in Article 12 of the General Conditions. Bidder also agrees to submit final invoicing and all required documentation to the Owner **by MONTH / DAY / YEAR.**

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum # _____ **Dated** _____

Addendum # _____ **Dated** _____

(Mark N/A if no addendum issued for this project.)

* Insert corporation, partnership or individual as applicable.

** Insert name of state.

PROPOSAL:

Bidder understands Project will be awarded as a Unit Price contract. Bidder agrees to perform all the **“Bittersweet Farms Kitchen Renovation”** work described in the specifications and shown on the plans:

For the sum of

(Figure in Words)

(\$ _____)

Bidder shall also complete Unit Price Contract Proposal Sheet Which Follows on Page

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 2 of the General Conditions.

**Proposal
Unit Price Contract
for
The Village of Waterville
2009 Curb Ramp Program**

The bidder, having familiarized himself (or themselves) with the local conditions affecting the cost of the work and with the Plans and Contract Documents, hereby proposes to perform everything required and to provide and furnish all labor, materials, necessary tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner the "2009 Curb Ramp Program" for the Village of Waterville, in accordance with the following Plans and Contract Documents thereof at the following prices.

| ODOT ITEM NUMBER | ITEM | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------------|-----------------------------------|----------|---------|--------------|--------|
| 202 | Walk Removed | 1307 | S.F. | | |
| 608 | 4" Concrete Walk, As Per Plan | 1128 | S.F. | | |
| 608 | Curb Ramp, ODOT, As Per Plan | 33 | Each | | |
| 614 | Maintaining Traffic | 1 | Lump | | |
| 653 | Topsoil Furnished and Placed | 3.2 | Cu. Yd. | | |
| 659 | Seeding and Mulching, As Per Plan | 1 | Lump | | |
| - | Maintenance and Guarantee Bond | 1 | Each | | |
| | | | | TOTAL | |

Bid security attached in the sum of _____
_____ (\$ _____)

is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

(SEAL - if bid is by a corporation)

Respectfully submitted:

By _____
Signature

Typed/Printed Name and Title:

Company Name:

Business Address and Zip Code:

Phone Number:

Fax Number:

Email Address:

Federal ID Number:

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF
PERSONAL PROPERTY TAXES
O.R.C. 5719.042**

Sec. 5719.042: After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the District's Fiscal Officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent Personal Property Taxes on the general tax list of Personal Property of any county in which the taxing district has territory or that such person was charged with delinquent Personal Property Taxes on any such tax list, in which case delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Fiscal Officer to the County Treasurer within thirty (30) days of the date it is submitted.

I _____, _____, of _____
(Name) (Title) (Name of Company)

affirm that at the time that I submitted bid for _____
(Project Name / Location)

to the Board of Lucas County Commissioners on _____ that _____
Date (Name of Delinquent Company)

_____ WAS/WAS NOT charged with Personal Property Taxes by the Lucas County Auditor.
(circle one)

Personal Property Taxes by the Lucas County Auditor.

(If Personal Property Taxes are Delinquent, complete the following section.)

The amount of delinquent Personal Property Taxes due Lucas County are \$ _____ and
unpaid penalties and interest are \$ _____.

Signature

Company

Date

Sworn to before me and subscribed in my presence by _____

this _____ day of _____, _____.

Notary Public

(This form must be signed and notarized).

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

¹

as Principal and _____² as

Surety, are hereby held and firmly bound unto

³ hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as:

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

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

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

¹Here insert full name or legal title of Contractor and address

²Here insert full name or legal title of Surety

³Here insert full name or legal title of Owner

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the term of the contract or to the work or to the specifications.

SIGNED AND SEALED This ____ day of _____, 20__.

Principal

By: _____

Title: _____

Surety

By: _____

Attorney-in-Fact

Surety Company Address:

Surety Agent's Name and Address:

MAINTENANCE AND GUARANTEE BOND

(To be Executed by Contractor and Surety Prior to Final Payment)

KNOW ALL MEN BY THESE PRESENTS, that _____
_____, Contractor, as Principal, and
_____, as Surety, are held and firmly bound unto
_____ hereinafter called the Owner, in the
sum of _____ Dollars(\$ _____)
good and lawful money of the United States of America, to be paid to said Owner, its legal representatives
and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, and each and every on of them jointly and severally, firmly by these
presents.

WHEREAS, the above named Principal has entered into a certain written Contract with the Owner, dated the
_____ day of _____ A.D. 20____, for construction of work entitled _____
_____ (hereinafter called the Contract)

which Contract and specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that by and under said
contract, the above named Principal has agreed with the Owner that for a period of one year from the date of
payment of Final Estimate, to keep in good order, and repair any defect in all the work done under said Contract
either by the Principal or his Subcontractor, or his material suppliers, that may develop during said period due to
improper materials, defective equipment, workmanship or arrangements, and any other work affected in making
good such imperfections, shall also be made good all without expense to the Owner, excepting only such part or
parts of said work as may have been disturbed without the consent or approval of the Principal after the final
acceptance of the work and that whenever directed to do so by the Owner by notice served in writing, either
personally or by mail on the Principal at _____ or
_____ legal representatives, or Surety at _____

_____ WILL PROCEED at once to make such
repairs as directed by said Owner; and in case of failure to do so within one week from the date of service of such
notice, then the Owner shall have the right to purchase such materials and employ such labor and equipment as
may be necessary for the purpose, and to undertake, to and make such repairs, and charge the expense thereof to,

and receive same from said Principal or Surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the Owner may take immediate steps to repair or barricade such defects without notice to the Contractor. In such accounting, the Owner shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the Principal or Surety. In this connection of judgment of the Owner is final and conclusive. If the said Principal for a period of one (1) year from the date of payment of Final Estimate, shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said Principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said Owner for any expense incurred by making such repairs, should the Principal or Surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the Owner from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said Principal, servants, agents, or employees, in the prosecution of the work included in the contract, then the above obligation shall void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D., 20_____.

Signed, Sealed and Delivered in the presence of:

_____ (L.S.)

_____ (L.S.)

I hereby approve the form and correctness of the foregoing bond.

Owner's Legal Officer

Date



STATE OF OHIO
DEPARTMENT OF TAXATION
CONTRACTOR'S EXEMPTION CERTIFICATE

Identification of Contract:

Contractee's (Owner's) name _____

Exact location of job/project _____

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

The undersigned hereby certifies that the tangible personal property purchased under this certificate of exemption from:

vendor's name

was purchased for incorporation into:

- real property under a construction contract with the United States government, its agencies, the State of Ohio, or an Ohio political subdivision;
- real property which is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the State of Ohio, or an Ohio political subdivision;
- a house of public worship or religious education;
- a building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in section 5739.02(B)(12) of the Revised Code;
- the original construction of a sports facility under section 307.696 of the Revised Code;
- a hospital facility entitled to exemption under section 140.08 of the Revised Code.

This certificate may be used by a contractor or subcontractor when buying materials for a construction contract where the owner/contractee has claimed one of the above exemptions. This certificate covers all sales of materials by the above-named vendor to the contractor or subcontractor for this particular construction contract only.

Contractor/Subcontractor

Name _____

Signed by _____

Title _____

Address _____

City, State, Zip _____

Date _____



**STATE OF OHIO
DEPARTMENT OF TAXATION
CONSTRUCTION CONTRACT EXEMPTION CERTIFICATE**

Identification of Contract:

Contractee's (Owner's) name: _____

Exact location of job/project _____

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

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

- real property under a construction contract with the United States government, its agencies, the State of Ohio, or an Ohio political subdivision.
- real property which is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the State of Ohio, or an Ohio political subdivision.
- a house of public worship or religious education.
- a building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in section 5739.02(B)(12) of the Revised Code.
- the original construction of a sports facility under section 307.696 of the Revised Code.
- a hospital facility entitled to exemption under section 140.08 of the Revised Code.

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

Prime Contractor

Name _____
Signed by _____
Title _____
Address _____
City, State, Zip _____
Date _____

Owner/Contractee

Name _____
Signed by _____
Title _____
Address _____
City, State, Zip _____
Date _____

Subcontractor

Name _____
Signed by _____
Title _____
Address _____
City, State, Zip _____
Date _____

Political Subdivision

Name _____
Signed by _____
Title _____
Address _____
City, State, Zip _____
Date _____

| |
|--|
| <p style="text-align: center;">ADDITIONAL ADMINISTRATIVE REQUIREMENTS COMPLIANCE WITH SUPPORT ORDER(S)</p> |
|--|

Financial responsibility, integrity, and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders **must submit** the **completed** "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five (25%) percent or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's /contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, (419) 213-3106, regarding this requirement should they have questions.

Note to department. Complete one form for each individual listed on the Compliance Affidavit for Businesses – include the individuals name as directed in the middle of the form below and your department information at the bottom and **Fax** this form/s and the Compliance Affidavit for Business to **Maricarol Torsok, LCCSEA, 419-259-3033**. If you have questions call 419-213-3106. . If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's /contractor's bid.

Return Completed Document to: Bob Klocinski OMB 419 213 4508 419 213 2601
 Name Dept Phone Fax

Name of Company Phone Number

Project Name

**CERTIFICATION OF SUBSTANTIAL
 COMPLIANCE OF COURT ORDERED AND/OR
 AGENCY ORDERED CHILD SUPPORT**

Note: Once Lowest and Best Bid is determined and prior to award this certification will be completed by the appropriate authority, (Lucas County Child Support Agency if Court and/or Agency Ordered child support has been issued from the Lucas County Courts).

The undersigned duly authorized employee of the Lucas County Child Support Enforcement Agency hereby verifies that he/she has checked the Child Support Enforcement records regarding:

_____ and have found the following:
 Name of Applicant

- _____ (1) There are no records pertaining to this individual; **or**
- _____ (2) This individual is in substantial compliance with respect to his/her court ordered and/or agency ordered child support in Case No: _____ pursuant to _____ the _____ order of _____ (Court and/or Agency); **or**
- _____ (3) This applicant has made satisfactory arrangements with the Agency and/or Court bringing himself/herself current with respect to his/her court ordered and/or agency ordered child support; **or**
- _____ (4) This individual is in arrears and has made no arrangements to pay on the child support arrearages, (*statement of arrearage is attached*), for Case No: _____ pursuant to the order of the _____ (Court and/or Agency).

 Signature of LCCSEA Employee

 Date

NONCOLLUSION AFFIDAVIT

State of Ohio

County of Lucas

BID Identification Bittersweet Farms Kitchen Renovation

CONTRACTOR _____, being duly sworn, deposes and says that he is _____ (Sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a fake or sham BID and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

Subscribed and sworn to before me this ____ day of _____, 20____

Seal of Notary

NONDISCRIMINATION AGREEMENT

(PURSUANT TO OHIO REVISED CODE SECTION 153.59)

I _____,
Name Title

of _____, having authority to agree
Contractor

on behalf of the above named contractor do hereby agree:

- A) That in the hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor, or any person acting on his behalf, shall, by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex, handicap, or color.

By _____

Contractor

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

State of Ohio Dept. of Public Works
(hereinafter referred to as "DPW Regulation on EEO")

"During the performance of this contract, the contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, or sex.
- (3) The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or worker's representatives of the contractor's commitments under this covenant and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of the DPW Regulations on EEO, and with the implementing rules, regulations, and applicable orders of the State Equal Employment Opportunity Coordinator.
- (5) The contractor agrees he will fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and 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 this contract, and said contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Opportunity Coordinator and any of the State of Ohio's officials and agencies in this regard, both before and during construction.
- (6) Full cooperation as expressed in clause (5) above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceedings involving questions of unlawful employment practices, furnishing all information and reports required by the DPW Regulations of EEO and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to his books, records, and accounts by the State Administering Agency and the State Equal Employment Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State Assisted Construction Contracts in accordance with procedures authorized in the DPW Regulation on EEO, and such other sanctions may be instituted and remedies invoked as provided in said Regulation or by rule, regulation or order of the State Equal Opportunity Coordinator, or as otherwise provided by law.

In the event this contract is terminated for a material breach of said Regulation, the contractor shall become liable for any and all damages, which shall accrue to the State Administering Agency, any Applicant and the State of Ohio as a result of said breach.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules,

regulations or orders of the State Equal Employment Opportunity Coordinator issued pursuant to Section 204 of the DPW Regulation of EEO, so that provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State Administering Agency may direct as means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may request the State of Ohio to enter into such litigation to protect the interests of the State.

Date: September 18, 2007

Resolution No. 07-1205

Title: Amendment to Best Bid Criteria approved by Resolution 03-1761, dated December 16, 2003

Department/Agency: Administration

Contact: Kelly Roberts

Summary/Background: On December 16, 2003, this Board adopted Resolution No. 03-1761 which amended the best bid criteria established by Resolution No. 97-633. Based upon its experience, this Board has determined that the best bid criteria contained in Resolution 03-1761 must be amended to include additional factors relating to compliance with state and federal laws, nature of bidder's workforce, project completion record, and involvement in litigation or other legal proceedings.

Budget Impact: Not Applicable

Statutory Authority/ORC: 307.86

Commissioner Gerken offered the following resolution:

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Lucas County, Ohio, that:

Section 1. This Section contains amendments to the Best Bid Criteria previously approved by Resolution 03-1761 (changes have been italicized):

1. Demonstrated experience of the bidder on projects of the nature for which bids or request for proposals were solicited.
2. The *size, experience*, and continuity of bidder's work force, including both hourly and salaried employees.
3. For construction projects, bidder's participation in trade relevant Department of Labor or State of Ohio approved apprenticeship programs, if such apprenticeship programs are available.
4. Bidder's familiarity with the project.
5. For construction and service contracts, bidder's provision of OSHA (and if applicable EPA) compliant safety plans for its employees.
6. The number of years that the bidder has been in the construction, professional or personal service business or the number of years in the commodities supply business.

BEST BID CRITERIA

This form shall be completed and submitted with the contract documents for the Bid Opening.

Name of Project: _____

Type of Project (copy and complete separate forms for each classification of work):

_____ General Construction _____ Electrical

_____ Plumbing _____ HVAC

_____ Other _____
(please specify)

Submitted by: _____

Name: _____

Address: _____

1. Experience of the bidder on projects of the nature for which bids were solicited:

2. Continuity of the bidder's work force.

3. Bidder's participation in trade-relevant Department of Labor or State of Ohio approved apprenticeship programs if such apprenticeship programs available.

4. Bidder's familiarity with the project:

5. Bidder's provision of health plan, retirement plan and OSHA (and, if applicable EPA) compliant safety plan for its employees.

6. The number of years bidder has been in the construction business.

7. Bidder's construction experience in the preceding twelve (12) months, including original contract price for each project undertaken and the final cost of the project; bidder's compliance with completion deadlines, timely response to site cleanup and "punch" list; bonding experience and timely filing of maintenance bond.

8. Bidder's compliance with unemployment, workers' compensation and federal and state prevailing wage laws. Bidder's compliance with the Fair Labor Standards Act and compliance with local and state taxation laws.

9. Whether bidder's work force is drawn mainly from Northwest Ohio and/or Southeast Michigan residents, Northwest Ohio is defined as Lucas, Wood, Williams, Defiance, Fulton, Henry, Ottawa, Sandusky, Seneca, Hancock, Putnam, Paulding and Erie counties. Southeast Michigan is defined as the townships of Erie, Bedford and Whiteford in Monroe County, Michigan and Riga Township in Lenawee County, Michigan. Criteria number 9 may be considered in awarding a bid to other than the lowest bidder only when the lowest responsive bids are within 20% of the lowest bidder.

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading:

SIGNATURE:

Dated at _____ this _____ day of 20__

Name of Organization: _____

By: _____

Title: _____

Mr./Mrs./Ms. _____ being duly sworn deposes and says the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 20__.

Notary Public: _____

My Commission Expires: _____

NO FINDINGS FOR RECOVERY AFFIDAVIT
THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I, _____, _____, of
(NAME) (TITLE)

(NAME OF COMPANY)

affirm that at the time that I submitted the bid for _____
(BID TITLE)

to the Board of Lucas County Commissioners on _____ that
(DATE)

_____ has / has no unresolved
(NAME OF COMPANY) (CIRCLE ONE)

finding for recovery from the State Auditor per Ohio Revised Code Section 9.24.

(If there is unresolved finding for recovery from the State Auditor , complete the following section)

The amount of unresolved finding for recovery due the State Auditor is

_____ and unpaid penalties and interest are _____.
(AMOUNT) (AMOUNT)

(SIGNATURE)

(COMPANY)

(DATE)

Sworn to and subscribed before me this _____ day of _____, 20_ .

(SEAL) _____
(NOTARY)

My Commission Expires:

(This form must be signed and notarized).

Affidavit Of Compliance
PREVAILING WAGES

I, _____
(Name of person signing affidavit)(Title)

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

project, during the period from _____ to _____ are in
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code.

I further certify that no rebates or deductions have been or will be made, directly or indirectly,
from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____,
20 _____.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.



Ohio Department of Public Safety
 Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

| | | | | |
|--------------|-------|------------|--------|----------------|
| LAST NAME | | FIRST NAME | | MIDDLE INITIAL |
| HOME ADDRESS | | | | |
| CITY | STATE | ZIP | COUNTY | |
| HOME PHONE | | WORK PHONE | | |

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

| | | | |
|----------------------------|-------|-----|--------|
| BUSINESS/ORGANIZATION NAME | | | |
| BUSINESS ADDRESS | | | |
| CITY | STATE | ZIP | COUNTY |
| PHONE NUMBER | | | |

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No

HLS 0038 2/06

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

| |
|--|
| 3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? <input type="checkbox"/> Yes <input type="checkbox"/> No |

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X _____
Signature

Date

Revised November 24, 2010

Current List of Designated Foreign Terrorist Organizations

Page 1

1. Abu Nidal Organization (ANO)
2. Abu Sayyaf Group (ASG)
3. Al-Aqsa Martyrs Brigade (AAMS)
4. Al-Shabaab
5. Ansar al-Islam (AAI)
6. Asbat al-Ansar
7. Aum Shinrikyo (AUM)
8. Basque Fatherland and Liberty (ETA)
9. Communist Party of the Philippines/New People's Army (CPP/NPA)
10. Continuity Irish Republican Army (CIRA)
11. Gama'a al-Islamiyya (Islamic Group)
12. HAMAS (Islamic Resistance Movement)
13. Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)
14. Harakat ul-Mujahidin (HUM)
15. Hizballah (Party of God)
16. Islamic Jihad Union (IJU)
17. Islamic Movement of Uzbekistan (IMU)
18. Jaish-e-Mohammed (JEM) (Army of Mohammed)
19. Jemaah Islamiya organization (JI)
20. Kahane Chai (Kach)
21. Kata'ib Hizballah (KH)
22. Kongra-Gel (KKG, formerly Kurdistan Workers' Party, PKK, KADEK)
23. Lashkar-e Tayyiba (LT) (Army of the Righteous)
24. Lashkar i Jhangvi (LJ)
25. Liberation Tigers of Tamil Eelam (LTTE)
26. Libyan Islamic Fighting Group (LIFG)
27. Moroccan Islamic Combatant Group (GICM)
28. Mujahedin-e Khalq Organization (MEK)
29. National Liberation Army (ELN)
30. Palestine Liberation Front (PLF)
31. Palestinian Islamic Jihad (PIJ)
32. Popular Front for the Liberation of Palestine (PFLP)
33. PFLP-General Command (PFLP-GC)
34. al-Qaida in Iraq (AQI)
35. al-Qa'ida (AQ)
36. al-Qa'ida in the Arabian Peninsula (AQAP)
37. al-Qaida in the Islamic Maghreb (formerly GSPC)
38. Real IRA (RIRA)
39. Revolutionary Armed Forces of Colombia (FARC)

Revised November 24, 2010

Current List of Designated Foreign Terrorist Organizations

Page 2

40. Revolutionary Organization 17 November (17N)
41. Revolutionary People's Liberation Party/Front (DHKP/C)
42. Revolutionary Struggle (RS)
43. Shining Path (Sendero Luminoso, SL)
44. United Self-Defense Forces of Colombia (AUC)
45. Harakat-ul Jihad Islami (HUJI)
46. Tehrik-e Taliban Pakistan (TTP)
47. Jundallah

BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the Federal government which requires contracting for construction of facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- A. A bid guarantee from each bidder equivalent to ten percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified. *Alternatively, a bid bond in the amount of 100% of the bid amount may be provided.*
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

AGREEMENT FORMS

CONTRACT

THIS AGREEMENT made this ____ day of _____, 20____, by and between hereinafter called the "Contractor" and the Lucas County Board of Commissioners hereinafter called the "Owner."

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the project; namely, **"Bittersweet Farms Kitchen Renovation"**, and required supplemental work for the N/A all in strict accordance with the Contract Documents including all addenda thereto, numbered _____, dated _____, and dated _____ all as prepared by Designer acting and in these Contract documents preparation, referred to as the "Designer."

Contractor hereby agrees to commence work under this contract on or before the date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within thirty (30) calendar days upon issuance of Notice to Proceed as stipulated in the specifications. Contractor further agrees to pay as liquidated damages, the sum of **\$ 100.00** for each consecutive calendar day thereafter as hereinafter provided in Article 12 of the General Conditions.

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the prices stipulated in the Bid for the respective items of work completed for the sum not to exceed \$ _____ (Dollars) subject to additions and deductions if any as provided hereof.

¹Choose term most applicable: a corporation organized and existing under the laws of the State of _____; a partnership consisting of _____; an individual trading as _____.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed Copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in original copies on the day and year first above written.

CONTRACTOR:
(insert name of bidder)
COMMISSIONERS

OWNER:
LUCAS COUNTY BOARD OF

Signature

Signature : Carol Contrada, President

Typed/Printed Name

Signature: Tina Skeldon Wozniak, Commissioner

Title

Signature: Pete Gerken, Commissioner

Certifications:

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for in behalf of said corporation by authority of its governing

body, and is within the scope of its corporate powers.

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to ensure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the Project is situated.

NOTICE OF AWARD

To: _____

PROJECT Description: Bittersweet Farms Kitchen Renovation

The OWNER has considered the BID submitted by you on _____, 20____ (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND, if applicable, and Certificates of Insurance and Workers Compensation within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20_____.

Lucas County Board of Commissioners
Owner

By: _____

Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ on this day of _____, 20_____.

By:

Name and Title:

cc: CONTRACTOR'S Surety
Surety Agent

NOTICE TO PROCEED

To: _____

Date: _____

PROJECT Description: Bittersweet Farms Kitchen Renovation

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20_____, on or before _____, 20_____, and you are to complete the WORK within thirty (30) calendar days upon issuance of this Notice to proceed. The date of completion of all WORK is therefore **(date)**

Owner

By: Lucas County Board of Commissioners

Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ on this day of _____, 20_____.

By: _____
Company

Name: _____

Title: _____

**NOTICE OF COMMENCEMENT OF A
PUBLIC IMPROVEMENT PURSUANT TO
REVISED CODE §1311.252**

State of Ohio,)
) ss:
County of Lucas)

_____ (the "Affiant"), being first duly sworn, says that:

1. Affiant is the _____ of the County of Lucas (the Public Authority).
2. The Public Authority will be commencing a public improvement identified as follows: Bittersweet Farms Kitchen Renovation
3. The following lists the name, address and trade of each of the principal contractors working on this public improvement:

| <u>Name</u> | <u>Address</u> | <u>Trade</u> | <u>Date of First Executed Contract for the Public Improvement</u> |
|-------------|----------------|--------------|---|
|-------------|----------------|--------------|---|

4. The following lists the names and addresses of the sureties for all of those principal contractors:

| <u>Principal Contractors</u> | <u>Name of Surety</u> | <u>Address of Surety</u> |
|------------------------------|-----------------------|--------------------------|
|------------------------------|-----------------------|--------------------------|

5. For the purpose of serving an affidavit pursuant to Revised Code §1311.26, service may be made upon the following representative of the Public Authority:

FURTHER AFFIANT SAYETH NAUGHT.

Signature

SWORN TO BEFORE ME and subscribed in my presence this _____ day of _____, 20____.

Notary Public

[SEAL]

CHANGE ORDER No. 1

Date: _____

Project:

Contract No. B-F-13-1BR-1

I. The following changes are hereby made to the contract documents (attach documentation):

II. The following change is made to the contract price:

\$ _____ Original Contract Price

\$ _____ Previous Change/Extras

\$ _____ This Change/Extras

\$ _____ Subtotal

\$ _____ Deductions

\$ _____ Net Total Contract

III. The following change is made to the contract time:

The contract time will be (increased) (decreased) by _____ calendar days, making the date for completion of all work _____.

IV. There will be no claims for damages resulting from this change.

Claims for damages resulting from this change are anticipated for such categories as and should not exceed \$ _____.

Change requested by _____

Date _____

Change recommended by _____

Date _____

Change accepted by _____

Date _____

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of the Lucas County Board of Commissioners, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature

Date:

CERTIFICATE OF OWNER'S FINANCIAL OFFICER

ATTEST:

I, _____, Auditor, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contact and is in the treasury of the Lucas County Board of Commissioners, Lucas County, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Auditor

SEAL:

FEDERAL AND STATE REQUIREMENTS

CONFLICT OF INTEREST

Interest of Local Public Officials

No member of the governing body of the locality and no other officer, employee, agent or public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Contractor and Employees

The contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Records and Audits

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City/County to assure proper accounting for all project funds. These records will be made available for audit purposes to the City/County or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City/County.

Federal or State Officials Not to Benefit

No members of or delegate to the Congress of the United States of America, and no resident U.S. Commissioner, nor any officer or employee of the State of Ohio subject to Ohio Ethics Law (ORC Sec. 102.03(A)) will be admitted to any share or part hereof or to any benefit to arise herefrom.

SPECIAL CONDITIONS PERTAINING TO HAZARDS
SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-base paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done close to such property. Any supervision or direction of use of explosives by the Designer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contract, the contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (Contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided by the Owner advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11248 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Ohio Department of Development's Office of Housing and Community Partnerships (OHCP), the U.S. Department of Labor and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000)

- (1) The offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trace on all construction work in the covered area, are as follows:

| Goals for Minority Participation | Goals for Female Participation |
|-------------------------------------|-----------------------------------|
| 9 % | 6.9% |

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered areas. the Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause,

specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goal established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) **The Contractor shall provide written notification to the Manager of the Office of Housing and Community Partnerships, Ohio Department of Development, P.O. Box 1001, Columbus, Ohio 43266-0101 within 10 working days** of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- (4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any):

Lucas County, Ohio

3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- (1) As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to whom the Director delegates authority;
 - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (I) Black: all persons having origins in any of the Black African racial groups not of Hispanic origin;

- (ii) Hispanic: all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
 - (iii) Asian and Pacific Islander: all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
 - (iv) American Indian or Alaskan Native: all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a

commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs of the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in

any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
 - q. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting offices.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7q). The efforts of a contractor association, joining contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7q of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by OHCP and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Nonsegregated Facilities (Over \$10,000)

By the submission of this bid, the bidder, offerer, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offerer, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating

areas, **transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt for the provision of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1964

- (a) No person in the United States shall on the round of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. [Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.]
- b. The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of those regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**Parking lots, drinking fountains, recreation or entertainment areas.

CONTRACTOR
Section 3 Plan Format

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within Lucas County.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local official preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- *D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- *E. To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in Section 3 covered project area.
- *F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to proposed subcontracts.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

As officers and representatives of

(Name of Contractor)

We the undersigned have ready and fully agree to this Affirmative Action Plan, and become party to the full implementation of this program.

Signature

Title

Date

**TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN**

| COLUMN 1 | COLUMN 2 | COLUMN 3 | COLUMN 4 | COLUMN 5 |
|----------------------------------|---------------------------|---|--|--|
| JOB CATEGORY | TOTAL ESTIMATED POSITIONS | NUMBER OF POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES | NUMBER OF POSITIONS NOT CURRENTLY OCCUPIED | NUMBER OF POSITIONS TO BE FILLED WITH L.I.P.A.R. |
| OFFICERS / SUPERVISORS | | | | |
| PROFESSIONALS | | | | |
| TECHNICIANS | | | | |
| HOUSING SALES/RETAIL/ MANAGEMENT | | | | |
| OFFICE CLERICAL | | | | |
| SERVICE WORKERS | | | | |
| OTHERS: | | | | |

TRADE:

| | | | | |
|-------------------------|--|--|--|--|
| JOURNEYMEN | | | | |
| HELPERS | | | | |
| APPRENTICES | | | | |
| MAXIMUM NUMBER TRAINEES | | | | |
| OTHERS | | | | |

TRADE:

| | | | | |
|-------------------------|--|--|--|--|
| JOURNEYMEN | | | | |
| HELPERS | | | | |
| APPRENTICES | | | | |
| MAXIMUM NUMBER TRAINEES | | | | |
| OTHERS | | | | |
| TOTAL | | | | |

*Lower income project area residents (L.I.P.A.R.) are individuals residing within Lucas County whose family income does not exceed 80 % of the median income in the SMSA.

COMPANY: _____

**OHIO DEPARTMENT OF DEVELOPMENT
OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR

PROJECT

B-F-13-1BR-1

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless report is submitted.

CONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No

4. Have you even been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

NAME AND TITLE OF SIGNER (Please print)

SIGNATURE: _____

DATE: _____

Modeled after form HUD-12

**OHIO DEPARTMENT OF DEVELOPMENT
OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS
CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR

PROJECT NUMBER

B-F-13-1BR-1

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless report is submitted.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

- _____
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you even been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

NAME AND TITLE OF SIGNER (Please print)

SIGNATURE: _____

DATE: _____

Modeled after form HUD-12

**CERTIFICATION OF BIDDER REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

Name of Prime Contractor

Bittersweet Farms Kitchen Renovation

Project Name
B-F-13-1BR-1
Project Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract;
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000); and
- (c) No segregated facilities will be maintained.

Name and Title of Signer (Print or Typed)

Signature

Date

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

Name of Prime Contractor

Bittersweet Farms Kitchen Renovation

Project Name

B-F-13-1BR-1

Project Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract;
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000); and
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Signer (Print or Typed)

Signature

Date

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition of the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

Name and Title of Signer (Print or Typed)

Signature

Date

**DESIGNER'S CERTIFICATION
COMPLIANCE WITH MINIMUM STANDARDS FOR
ACCESSIBILITY FOR THE PHYSICALLY HANDICAPPED**

Grantee Number: B-F-13-1BR-1

Project Name: **Bittersweet Farms Kitchen Renovation**

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Buildings and Facilities Accessible To and Usable By, the Physically Handicapped, Number A-117.1R-1971 (as modified by 41 CFR 101-10.603).

Designer for the project: Mark Shambarger

(Legal Name and address) Mark C. Shambarger, AIA

Coger-Shambarger Architect, Inc.

3550 Secor Rd., Suite 100, Toledo, OH 43606

Signature

Mark C. Shambarger
(Print Name)

Date: _____

Name of Chief Local

Executive Official: President, Lucas County Board of Commissioners

Signature: _____

Date: _____

**FEDERAL LABOR STANDARDS
PROVISIONS**

A REPRINT OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S FEDERAL LABOR STANDARDS PROVISIONS, HUD-4010 DATED 2/84 (REVISED)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each additional classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the **Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.**

- (ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bear a reasonable relationship to the wage rates contained in the wage determination.

- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the **Administrator of the Wage and Hour Division, employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210**. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or designee within the 30-day period that additional time is necessary (approved by the Office of Management and Budget under OMB control number 1215-0140.)
 - (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary (approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
 - (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or © of this paragraph shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, **the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.**
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program (approved by the Office of Management and Budget under OMB Control Number 1215-0140).
2. **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing act of 1937 or under the Housing act of 1949 in the construction or development of the project), written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of fund until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for an on account of

the contractor or subcontractor to the respective employees to whom they are due. the Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wage paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(92)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any cost reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing benefits or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).
- (ii) (a) **The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls** to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or **owner**, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(4)(l). This information may be submitted in any form desired. **Optional Form WH-347** is available for this purpose and **may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402.** **The prime contractor is responsible for the submission of copies of payrolls by all subcontractors** (approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
- (b) **Each payroll submitted shall be accompanied by a "Statement of Compliance,"** signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(l) and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of

work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) **The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.**

(iii) **The contractor or subcontractor shall make** the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designees or the Department of Labor, and **shall permit such representatives to interview employees during working hours on the job.** If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be ground for debarment action pursuant to 29 CFR Part 5.12.

4. (I) **Apprentices and Trainees.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. **Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.** In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid at the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determine that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. **Any employee listed on the payroll of a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.** In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through 910) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. **The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.**
7. **Contractor termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) **No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.**

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions," provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wages, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or causes to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forth hours in such workweek unless such laborer or mechanic receives compensation oat a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of fourth hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such **liquidated damages shall be computed** with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, **in the sum of \$10 for each calendar day** on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages by the clause set forth in subparagraph (1) of this paragraph.

- (3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime subcontractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety**

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).
- (3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CERTIFICATE OF COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the undersigned _____, the duly authorized representative of (hereinafter referred to as the contractor) , do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents, and all of the conditions surrounding these provisions including, but not limited to the following:

1. The contractor is responsible for employing only eligible subcontractors who have certified eligibility in written contract containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of federal prevailing wage rates by its subcontractors while performing work under this contract. If the subcontractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.
3. The contractor is responsible for collecting weekly certified payrolls from its subcontractors, reviewing said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.
4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

The prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and effectively.

BY: _____

TITLE: _____

DATE: _____

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 CONTRACTOR'S CERTIFICATION
 CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

| | |
|-------------------------------------|--|
| TO | DATE |
| Lucas County Board of Commissioners | PROJECT NUMBER B-F-13-1BR-1 |
| | PROJECT NAME: Project Name / Location Bittersweet Farms Kitchen Renovation |

1. The undersigned, having executed a contract with Lucas County Board of Commissioners for the construction of the above-identified project, acknowledges that:
 - (a) The Labor Standards provisions are included in the aforesaid contract; and
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, in his responsibility.

2. He certifies that:
 - (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a).]
 - (b) No part of the aforementioned contract has been or will be subcontract to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:
 - (a) The legal name and the business address of the undersigned is:

 - (b) The undersigned is:
 - ___ (1) A Single Proprietorship
 - ___ (2) A corporation organized in the State of Ohio.
 - ___ (3) A Partnership
 - ___ (4) Other Organization (Describe):

(c) The name, title and address of the owner, partners or officers of the undersigned are:

| NAME | TITLE | ADDRESS |
|------|-------|---------|
| | | |
| | | |
| | | |
| | | |

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If no, so state):

| NAME | TITLE | NATURE OF INTEREST |
|------|-------|--------------------|
| | | |
| | | |
| | | |
| | | |

(e) The names and addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

| NAME | TITLE | TRADE CLASSIFICATION |
|------|-------|----------------------|
| | | |
| | | |
| | | |
| | | |

Date: _____

(Name of Contractor)

(By: Signature and title)

WARNING

U.S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the name to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

| | |
|-------------------------------------|--|
| TO | DATE |
| Lucas County Board of Commissioners | PROJECT NUMBER <u>B-F-13-1BR-1</u> |
| | PROJECT NAME: Project Name / Location Bittersweet Farms Kitchen Renovation |

1. The undersigned, having executed a contract with:
 Name of Prime Contractor: _____
 For (Name of Project) : _____

In the amount of \$_____ for the construction of the above-identified project certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract;
- (b) Neither he nor any firm, corporation, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a).]
- (c) No part of the aforementioned contract has been or will be subcontract to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the lower tier subcontractor, in duplicate.

The workmen will report for duty on or about _____ (Date).

3. He certifies that:

- (a) The legal name and the business address of the undersigned is:

- (b) The undersigned is:

- ___ (1) A Single Proprietorship
- ___ (2) A corporation organized in the State of _____.
- ___ (3) A Partnership
- ___ (4) Other Organization (Describe):

(c) The name, title and address of the owner, partners or officers of the undersigned are:

| NAME | TITLE | ADDRESS |
|------|-------|---------|
| | | |
| | | |
| | | |
| | | |

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

| NAME | TITLE | NATURE OF INTEREST |
|------|-------|--------------------|
| | | |
| | | |
| | | |
| | | |

(e) The names and addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

| NAME | TITLE | TRADE CLASSIFICATION |
|------|-------|----------------------|
| | | |
| | | |
| | | |
| | | |

Date: _____

(Name of Subcontractor)

(By: Signature and title)

WARNING

U.S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the name to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

FEDERAL DAVIS-BACON WAGE DECISION

>

General Decision Number: OH140015 07/04/2014 OH15

Superseded General Decision Number: OH20130015

State: Ohio

Construction Type: Building

County: Lucas County in Ohio.

Building and Residential Construction Projects

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/03/2014 |
| 1 | 01/17/2014 |
| 2 | 04/25/2014 |
| 3 | 05/02/2014 |
| 4 | 07/04/2014 |

ASBE0045-002 07/01/2013

| | Rates | Fringes |
|---|----------|---------|
| Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems)..... | \$ 29.56 | 22.54 |

ASBE0207-007 08/01/2009

| | Rates | Fringes |
|--|----------|---------|
| HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)..... | \$ 25.20 | 10.30 |

BOIL0085-002 07/01/2013

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 32.60 | 23.70 |

BROH0003-003 07/01/2011

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 28.38 | 15.78 |

CARP0248-006 07/01/2008

| | Rates | Fringes |
|-------------------------|----------|---------|
| Carpenter/Lather..... | \$ 27.27 | 14.58 |
| ----- | | |
| CARP0248-007 07/01/2008 | | |

| | Rates | Fringes |
|--------------------------|----------|---------|
| FLOOR LAYER: Carpet..... | \$ 26.35 | 14.78 |
| ----- | | |
| CARP1365-002 07/01/2008 | | |

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| Carpenter & Soft Floor Layer..... | \$ 21.10 | 8.45 |
| ----- | | |
| CARP1393-005 07/01/2008 | | |

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Millwright/Piledriverman..... | \$ 27.30 | 16.05 |
| ----- | | |
| ELEC0008-005 05/28/2013 | | |

| | Rates | Fringes |
|-------------------------|----------|---------|
| Cable Splicer | | |
| All Other Work..... | \$ 37.62 | 18.52 |
| ELECTRICIAN | | |
| All Other Work..... | \$ 35.83 | 18.52 |
| ----- | | |
| ELEC0245-002 08/26/2013 | | |

| | Rates | Fringes |
|-----------------------------|----------|-----------------|
| Line Construction | | |
| Cable Splicer..... | \$ 39.72 | 24.77%+\$5.00+a |
| Groundman/Truck Driver..... | \$ 15.11 | 24.77%+\$5.00+a |
| Heli-arc Welding..... | \$ 34.84 | 24.77%+\$5.00+a |
| Lineman..... | \$ 34.54 | 24.77%+\$5.00+a |
| Operator - Class 1..... | \$ 27.63 | 24.77%+\$5.00+a |
| Operator - Class 2..... | \$ 24.18 | 24.77%+\$5.00+a |
| Traffic Signal & Lighting | | |
| Technician..... | \$ 31.09 | 24.77%+\$5.00+a |

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEV0044-003 01/01/2014

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 44.06 | 26.785+a+b |
| PAID HOLIDAYS: | | |

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

 ENGI0018-008 05/01/2014

| | Rates | Fringes |
|--------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| GROUP 1..... | \$ 34.24 | 13.90 |
| GROUP 2..... | \$ 33.99 | 13.90 |
| GROUP 3..... | \$ 33.49 | 13.90 |
| GROUP 4..... | \$ 33.24 | 13.90 |
| GROUP 5..... | \$ 32.99 | 13.90 |
| GROUP 6..... | \$ 32.87 | 13.90 |
| GROUP 7..... | \$ 31.83 | 13.90 |
| GROUP 8..... | \$ 30.65 | 13.90 |
| GROUP 9..... | \$ 25.19 | 13.90 |

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Boom & Jib 250' & Over

GROUP 2 - Boom & Jib Over 180' through 249'

GROUP 3 - Boom & Jib 150' through 180'

GROUP 4 - Master Mechanic

GROUP 5 - Barrier Moving Machine; Boiler or Compressor Mounted on Crane (Piggy-Back Operation); Boom Truck (all types); Cableway; Cherry Picker; Combination Concrete Mixer & Tower; Concrete Pump with Booms; Crane (all types); Crane-Compact, Track or Rubber over 4,000 lbs. Capacity; Crane-Self Erecting, Stationary, Track or Truck (all configurations); Derrick (all types); Dragline; Dredge (Dipper, Clam or Suction) 3 Man Crew; Elevating Grader or Euclid Loader; Floating Equipment; Forklift (rough terrain with winch/hoist) Gradall; Helicopter Operator, Hoisting Building Materials; Hoes (all types); Hoists (with two or more drums in use); Horizontal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machine; Laser Screed and Like Equipment; Lift Slab or Panel Jack; Locomotive (all types); Maintenance Engineer (Mechanic and/or welder); Mixer Paving (Multiple Drum); Mobile Concrete Pump (With Boom); Panelboard (all types on site); Pile Driver; Power Shovel; Prentice Loader; Rail Tamper (with automatic lifting & aligning device); Rotary Drill (all) used on Caissons for Foundations & Substructure work; Side Boom; Slip Form Paver; Straddle Carrier (building construction on site); Trench Machine (Over 24" Wide); & Tug Boat

GROUP 6 - Asphalt Paver; Bobcat-type and/or Skid Steer Loader with Hoe Attachment greater than 7,000 lbs.; Bulldozer; C.M.I. Type Equipment; Endloader; Hydro Milling Machine;

Kolman Type Loader (Dirt Loading); Lead Greaseman; Mucking Machine; Pettibone-Rail Equipment; Power Grader; Power Scoop; Power Scraper; Push Cat; Rotomill (all), Grinders and Planers of All Types; & Vermeer Type Concrete Saw

GROUP 7 - A-Frame; Air Compressor, Pressurizing Shafts or Tunnels; Asphalt Roller (all); Bobcat-type and/or Skid Steer Loader with or without Attachments; Boiler (15 lbs. pressure and over); All concrete Pumps (without booms with 5" system); Fork Lifts (except masonry); Highway Drills-all types (with Integral Power); Hoist (One Drum); House Elevator (except those automatic call button controlled); Man Lift; Material Hoist/Elevator; Mud Jack; Pressure Grouting; Pump (Installing or Operating Well Points or other Type of Dewatering Systems); Pump (4" and over Discharge); Railroad Tie Inserter/Remover; Rotovator (lime soil stabilizer); Submersible Pump (4" and over Discharge); Switch & Tie Tamper w/o lifting & aligning device; Trench Machine (24" & under); & Utility

GROUP 8 - Ballast Relocator; Backfillers & Tampers; Batch Plant; Bar & Joint Installing Machines; Bull Floats; Burlap & Curing Machines; Clefplanes; Compressor on building construction; Concrete Mixer, Capacity more than one bag; Concrete Mixer, one bag capacity, (side loader); All Concrete Pumps without Booms and with 4" System or Smaller; Concrete Spreader; Conveyor, used for handling building material; Crusher; Deckhands; Drum firemen (in asphalt plants); Farm Type Tractor, pulling attachments; Finishing Machine; Form Trencher; Generator; Gunite Machine; Hydro-seeder; Pavement Breaker (Hydraulic or Cable); Post Driver; Post Hole Digger; Pressure Pump (over 1/2" discharge); Road Widening Trencher; Roller (except Asphalt); Self-propelled Power Spreader; Self-propelled Sub-Grader; Shotcrete Machine; Tire Repairman; Tractor, Pulling Sheep Foot Roller or Grader; VAC/ALL; & Vibratory Compactor, with Integral Power

GROUP 9 - Allen Screed Paver(concrete); Boiler (Less than 15 lbs. pressure); Crane-Compact, Track or Rubber under 4,000 lbs. Capacity; Directional Drill "Locator"; Inboard & Outboard Motor Boat Launch; Light Plant; Masonry Fork Lift; Oiler; Power Driven Heater (Oil Fired); Power Scrubber; Power Sweeper; Pump (Under 4" discharge); Signal Person; & Submersible Pump (Under 4" discharge)

IRON0055-002 07/01/2013

| | Rates | Fringes |
|---|----------|---------|
| IRONWORKER | | |
| Fence Erector..... | \$ 19.40 | 18.32 |
| Furnaces & Kilns (Temperature units over 125 degrees Fahrenheit)..... | \$ 29.00 | 18.00 |
| Pre-Engineered Metal Building..... | \$ 23.59 | 19.35 |
| All Other Work..... | \$ 28.32 | 19.35 |

LABO0500-002 07/01/2010

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| GROUP 1..... | \$ 23.32 | 10.64 |
| GROUP 2..... | \$ 23.52 | 10.64 |
| GROUP 3..... | \$ 23.72 | 10.64 |
| GROUP 4..... | \$ 23.82 | 10.64 |
| GROUP 5..... | \$ 13.80 | 10.64 |
| GROUP 6..... | \$ 16.82 | 10.64 |

LABORER CLASSIFICATIONS

GROUP 1 - Building & Construction Laborer; Signalperson; Flagperson; Carpenter Tender; Utility Construction; Guard Rail Erector; Deep Cleaning; Hazardous Waste (Level A)

GROUP 2 - Finisher Tender; Concrete Handler; Bottom Man; Scaffold Builder; Tunnel Laborer; Pipelayer; Air & Power Driven Tools; Burner on Demolition Work; Swinging Scaffold; Mucker; Caisson Worker; Cofferdam Worker; Powder Man & Dynamite Blaster; Creosote Worker; Mortar Mixer; Form Setter; Mason Tender; Plasterer Tender; Hod Carrier; Laser Beam Set Up Man; Stonemason Tender; Hazardous Waste (Level B)

GROUP 3 - Gunite Operator; Hazardous Waste (Level C)

GROUP 4 - Hazardous Waste (Level D)

GROUP 5 - Parking & Landscaping

GROUP 6 - Installation of Fencing

FIREBRICK WORK OVER 50 FEET, EXPEDITERS, HOT PAY, BOTTOM MAN & TOP MAN SHALL BE PAID \$.75 PER HOUR OVER GROUP 1.

PAIN0007-003 07/01/2013

| | Rates | Fringes |
|-------------------------|----------|---------|
| PAINTER | | |
| NEW COMMERCIAL BUILDING | | |
| WORK | | |
| GROUP 1..... | \$ 23.92 | 14.48 |
| GROUP 2..... | \$ 24.17 | 14.48 |
| GROUP 3..... | \$ 24.42 | 14.48 |
| GROUP 4..... | \$ 24.52 | 14.48 |
| GROUP 5..... | \$ 24.62 | 14.48 |
| GROUP 6..... | \$ 24.67 | 14.48 |
| GROUP 7..... | \$ 24.92 | 14.48 |
| GROUP 8..... | \$ 25.67 | 14.48 |

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Paperhanger; Drywall Taper & Finisher; Spray

& Sandblasting Pot Tender

GROUP 2 - All Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Paint Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Epoxy (excluding water based) for Solvent Based, Catalyzed Materials of Two or More Component Materials, to Include Solvent Based Conversion Varnish

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Epoxy Spray (excluding water based)

PAIN0639-001 05/01/2011

| | Rates | Fringes |
|-----------------------------|----------|------------|
| Sign Painter & Erector..... | \$ 20.61 | 3.50+a+b+c |

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day
 b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation
 c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0948-002 08/01/2012

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 26.58 | 12.94 |

PLAS0886-002 08/01/2011

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 27.47 | 13.70 |

PLAS0886-005 08/01/2011

| | Rates | Fringes |
|----------------|----------|---------|
| Drywall..... | \$ 25.46 | 13.70 |
| PLASTERER..... | \$ 27.47 | 13.70 |

 PLUM0050-003 09/01/2013

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| Plumber/Pipefitter/Steamfitter... | \$ 36.65 | 22.54 |

 * ROOF0134-003 07/01/2013

| | Rates | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 24.46 | 16.87 |

 SFOH0669-002 07/01/2013

| | Rates | Fringes |
|-----------------------|----------|---------|
| SPRINKLER FITTER..... | \$ 32.52 | 19.09 |

 SHEE0033-012 07/01/2013

| | Rates | Fringes |
|-------------------------|----------|---------|
| Sheet metal worker..... | \$ 31.43 | 24.01 |

 TEAM0020-002 05/01/2008

| | Rates | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER | | |
| GROUP 1..... | \$ 24.69 | 10.01 |
| GROUP 2..... | \$ 26.33 | 10.01 |

GROUP 1 - Pickup; Straight; Single Axle; Tandem Axle
 GROUP 2 - Heavy Duty; Five Axle or Over; Winch; Carry-Alls;
 Low Boy; Articulating Dump

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

=====
 Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (ii)).

 The body of each wage determination lists the classification
 and wage rates that have been found to be prevailing for the
 cited type(s) of construction in the area covered by the wage
 determination. The classifications are listed in alphabetical
 order of "identifiers" that indicate whether the particular

rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION