

REGULAR MEETING #16 - 2024
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
APRIL 23, 2024

AGENDA FOR TUESDAY, APRIL 23, 2024

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for April 16, 2024
- Commissioners
- 2024-04.23.a A Resolution Authorizing the Approval of a Proclamation [Commissioners]
- 2024-04.23.b A Resolution Approving the Second Amendment of Resolution
2023-11.07.a, Which Established the Fairfield County Board of Commissioners' 2024
Review Sessions, Regular Meetings, and Special Meeting Dates [Commissioners]
- Fairfield County Auditor - Payroll
- 2024-04.23.c A resolution authorizing a memo expense memo receipt for the General
Fund 2% administration fee for managing the county self-insurance program,
Fund# 5376 TO GENERAL #1001 – Fairfield County Auditor [Auditor- Payroll]
- Fairfield County Board of Developmental Disabilities
- 2024-04.23.d A Resolution Approving an Account-to-Account Transfer [Board of
Developmental Disabilities]
- Fairfield County Board of Elections
- 2024-04.23.e A Resolution to Authorize Funding made Available to Fairfield County
Board of Election a Grant for Cybersecurity Technical Assistance and Appropriate
from Unappropriated [Board of Elections]
- Fairfield County Dog Shelter
- 2024-04.23.f A Resolution to Appropriate from Unappropriated in Major Expenditure
Object Categories for Fund #2002 [Dog Shelter]
- Fairfield County Engineer
- 2024-04.23.g A Resolution to Authorize Jeremiah D. Upp and Eric McCrady to be
Reappointed to the OPWC Integrating Committee [Engineer]

- 2024-04.23.h A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category SA-Ditch 2050 Subdivision for West Buckeye Lake/Ballard Lane Expenses [Engineer]
- 2024-04.23.i A Resolution to Approve the Contract with US Bridge dba Ohio Bridge for the WAL-05 Geiger Road Superstructure Replacement [Engineer]
- 2024-04.23.j A Resolution to Approve the Notice to Commence for the WAL-05 Superstructure Replacement [Engineer]
- Fairfield County Family and Children First Council
- 2024-04.23.k A Resolution Approving a Sub Grant Agreement Amendment for the Community Based Child Abuse Prevention Grant by and between the Fairfield County Board of Commissioners and the Ohio Children's Trust Fund for State Fiscal Year 2024 and State Fiscal Year 2025 [Family and Children First Council]
- 2024-04.23.l A Resolution Authorizing the Approval of a Partial Repayment of an Advance to the General Fund from Fund #7521 [Family and Children First Council]
- 2024-04.23.m A Resolution Authorizing the Approval of a Partial Repayment of an Advance to the General Fund from Fund #7521 [Family and Children First Council]
- 2024-04.23.n A Resolution Authorizing the Approval of a Partial Repayment of an Advance to the General Fund from Fund #7521 [Family and Children First Council]
- 2024-04.23.o A Resolution Authorizing the Approval of Partial Repayment of an Advance to the General Fund from Fund #7521 [Family and Children First Council]
- Fairfield County Job and Family Services
- 2024-04.23.p A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates Paid to Fairfield County Health Departments as a Memo Expenditure for Fund #2072 Public Children's Services [JFS]
- 2024-04.23.q A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Louise Shropshire Corporation, The Ranch [JFS]
- 2024-04.23.r A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Sojourners Care Network [JFS]
- 2024-04.23.s A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Willow Branches of Healing [JFS]
- 2024-04.23.t A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Youth Advocate Services [JFS]
- Fairfield County Park District
- 2024-04.23.u A Resolution Regarding an Agreement between the Fairfield County Board of Commissioners and the Fairfield County Park District (FCPD) for a Loan for Contractual Services Related to the Two Glaciers Wetland Restoration Project and an H2Ohio Statewide Wetland Grant [Parks]

Fairfield County Regional Planning Commission

- 2024-04.23.v A Resolution Authorizing the Approval of a Contract Agreement by Fairfield County Board of County Commissioners and Enviro Construction Co. [Regional Planning Commission]
- 2024-04.23.w A Resolution to Establish a Drainage Maintenance District for the South Hampton Subdivision [Regional Planning Commission]
- 2024-04.23.x A Resolution to Approve the South Hampton, Section 1, Part 1 Final Plat District [Regional Planning Commission]

Fairfield County Sheriff

- 2024-04.23.y A Resolution Authorizing the Disposal of a Vehicle by Internet Auction with Gov Deals, Inc. [Sheriff]

Fairfield County Soil and Water Conservation District

- 2024-04.23.z A Resolution of Support of Property for the Clean Ohio Local Agriculture Easement Purchase Program with the Ohio Department of Agriculture [Soil and Water Conservation District]

Fairfield County Utilities Department

- 2024-04.23.aa A Resolution to Approve the Selection and Sign the Agreement for Professional Geotechnical Services with Bennett & Williams Environmental Consultants for the Water Resource Expertise [Utilities]
- 2024-04.23.bb A Resolution to Approve the Contract Award for the Tussing Road Water Reclamation Facility Junction Chamber Project; ARP Fiscal Recovery Fund #2876 [Utilities]
- 2024-04.23.cc A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Utilities; Fund #5823, Utility Road Improvement Bond [Utilities]
- 2024-04.23.dd A Resolution Authorizing a Fund-to-Fund Transfer for Utilities Department [Utilities]
- 2024-04.23.ee A Resolution Authorizing a Fund-to-Fund Transfer for Utilities Department [Utilities]
- 2024-04.23.ff A Resolution Authorizing a Fund-to-Fund Transfer for Utilities Department [Utilities]
- 2024-04.23.gg A Resolution Authorizing a Fund-to-Fund Transfer for Utilities Department [Utilities]
- 2024-04.23.hh A Resolution to Approve the Contract Award for the Valley Force Main Project; ARP Fiscal Recovery Fund #2876 [Utilities]

Payment of Bills

- 2024-04.23.ii A Resolution Authorizing the Approval of Payment of Invoices for Departments that need Board of Commissioners' Approval [Commissioners]

The next Regular Meeting is scheduled for April 30, 2024, 7:00 p.m., at the Wagnalls Memorial Library, 150 E. Columbus St., Lithopolis

Executive Session to Discuss Personnel Matters, 10:30a.m.

Adjourn

Audit Entrance Conference, 11:00 a.m.

Walnut Township Floodplain Meeting, 1:00 p.m.

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Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Recorder, Lisa McKenzie; Auditor, Dr. Carri Brown; JFS Director, Corey Clark; IT Director, Dan Neeley; Engineer, Jeremiah Upp; Transit Director, Aaron Kennedy; Economic Development Coordinator, Anthony Iachini; Utilities Director, Tony Vogel; JFS Deputy Director, Heather O'Keefe; Interim RPC Director, Holly Mattei; Assistant Prosecuting Attorneys, Austin Lines and Steven Darnell; and FCFC Manager, Tiffany Wilson. Also present: Sherry Pymmer, Barb Martin, Francis Martin, Jeff Williamsen, Melissa Hoover-Connor, Selina McCord, Stephanie Taylor, Chris Snider, Jo Price, Bruce Price, Cheryl Berner, Betty Bennett, Brandy Marshall, Nick Gill, Jerry Starner, Mary Cullison, and Bev Sturm.

Virtual attendees: Josh Horacek, Christy Noland, Jim Bahnsen, Deborah, Greg Forquer, Lori Hawk, Jeff Barron, Shelby Hunt, Jessica Murphy, Will Hinman, Tiffany Daniels, Belinda Nebbergall, Abby King, Aubrey Ward, Rachel Elsea, Leighann Adams, Joe Ebel, Toni Ashton, Lynette Barnhart, Stacy Hicks, Britney Lee, Ashley Arter, Vince Carpico, Tony Howard, Jon Kochis, Park Russell, Brian Wolfe, Jeanie Wears, and Nicole S.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

Mid-Ohio Regional Planning Commission's (MORPC) Presentation on the Metropolitan Transportation Plan (MTP)

MORPC Transportation Director, Nick Gill, spoke about the Metropolitan Transportation Plan. He stated that MORPC is a Regional Council for Central Ohio and works on transportation and infrastructure, development and planning, research and mapping, and policy and grant development. Growth is occurring throughout the entire central Ohio region and job density is along the area's transportation corridor. The MTP is updated every four years and identifies strategies and projects over 20 plus years. The MTP has 6 goals which include creating sustainable neighborhoods, attracting economic opportunities, protecting the national environment, increasing regional collaboration, providing transportation, and reducing energy consumption. The Columbus MTP uses public participation to develop goals, forecast, and strategize. Mr. Gill provided a map of planned and proposed projects for Fairfield County from 2024-2050 and added that MORPC is currently visiting entities to provide those plans.

Commissioner Fix asked Mr. Gill to talk about the proposed 33/70 connector.

Mr. Gill replied that the Fairfield County TID stated it is a concept that has been discussed for several years. As in this case, MORPC is a collaborator to bring people together to move projects along.

Ms. Mattei asked about an ODOT study and how that study could affect the 33/70 connector.

Mr. Gill stated that the ODOT District 5 is in the early stages of studying north/south connections near Hebron, which would move vehicles from Interstate 70 to Route 161.

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Comments from Commissioner Fix

Commissioner Fix spoke about the attendance of Ray and Judy Stemen at Board of Commissioners' meetings and how he respected the couple for taking their citizenship responsibilities seriously. He added that he wished more individuals would take the same interest in their citizenship responsibilities.

Commissioner Fix also spoke about an exclusionary map that would be on the voting agenda. He stated that the map, if approved at a special meeting, would prohibit industrial solar projects in unincorporated areas of the county. He added that the map had no exceptions.

Public Comments

Jeff Williamsen spoke about the economy of solar companies, the Inflation Reduction Act, and the Green New Deal. He stated his opposition to industrial solar in Fairfield County.

Selina McCord of Millersport thanked the Commissioners for their hard work and spoke about agriculture and the Office of Farmland Preservation. She added that 84% of farmland in Ohio is crop and that Fairfield County is 40th in the state in crop production.

Sherry Pymer of Walnut Township thanked the Commissioners for the exclusionary map and added that the Eastern Cottontail area is over 2300 acres. She further added she believes that once farmers lease their land to solar, it will not return to farmland.

Stephanie Taylor of Habitat for Humanity of SE Ohio (Habitat) provided an update of the two homes being completed in Fairfield County by Habitat. She added that the home which is near completion will be the 150th completed Habitat home. The other home is at the Fairfield County Workforce Center and will be moved by truck to its permanent lot. Once that home is completed, Habitat will have built six homes in Fairfield County in three years.

Beverly Sturm of Lockville thanked the Commissioners on behalf of her many friends and relatives for supporting agriculture in Fairfield County.

Jerry Starner stated that his goal is to educate others about solar energy.

Legal Update

Steven Darnell spoke briefly about the resolution on the agenda to establish a special hearing to discuss industrial solar farm exclusionary zones.

County Administration Update

- *The County Administration Update was provided by County Administrator, Aundrea Cordle, unless otherwise noted.*

Week in Review

April 30th Board of Commissioners' Meeting

As announced in last week's meeting, the Fairfield County Board of Commissioners' April 30th meeting will be in the evening, at 7:00 p.m., at the Wagnalls Memorial Library in Lithopolis.

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*Jeff Porter Recognized with National Public Employers Labor Relations Association
Pacesetter Award*

During the National Public Employer Labor Relations Association Annual Training Conference, Jeff Porter was recognized with the organization's Pacesetter Award. Jeff was selected for this prestigious recognition due to his outstanding work with the health benefits plan and the employee physical and mental health clinics. Congratulations Jeff!

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 31 resolutions on the agenda for the voting meeting.

Resolutions of note:

- A resolution to establish a public hearing to consider the designation of restricted areas which prohibit the construction of large solar facilities.
- A resolution to approve a memorandum of understanding between Fairfield County and the Ohio Department of Agriculture to resolve situations where and existing right-of-way or easement needs expanded for public safety purposes in permanent agricultural easements.
- A resolution authorizing a data sharing and confidentiality agreement between ODJFS and Local Area 20 to further the overall workforce mission. Area 20 consists of JFS agencies in Fairfield, Pickaway, Ross, Vinton, and Hocking counties.
- There are 8 resolutions for service agreements between JFS and network placement providers.
- A resolution authorizing a repayment extension for the Public Children Services' Epic Grant.
- A resolution to approve the purchase of two additional Motorola Dispatch consoles for the 911 Dispatch Center for direct integration with the State of Ohio MARCS radio system.

Budget Review

- Budget Director, Bart Hampson

Calendar Review/Invitations Received

- ***Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen, provided the calendar review, invitations received, and the correspondence received.***
 - Lancaster-Fairfield Community Action Agency's Board of Director's Meeting, April 18, 2024, 11:30 a.m., LFCAA Recycling Center, 1761 E. Main St., Lancaster

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- Family and Children First Executive Committee Meeting, April 19, 2024, 8:30 a.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- Ohio Attorney General's Elder Abuse Commission Meeting, April 22, 2024, 10:00 a.m., State Library of Ohio, 274 E. First Ave., Columbus
- Governor's Office of Workforce Transformation, Public Benefits Review Committee Meeting, April 22, 2024, 2:00 p.m., Location to be Determined

Correspondence

- Letter, Fairfield Homes, Inc., April 4, 2024, Regarding Reserve at Hunter Trace and Affordable Housing for Seniors
- Fairfield County Municipal Court, March 2024 Criminal/Traffic Division Fee Report
- Press Release, Office of the Fairfield County Recorder, April 9, 2024, "Protecting Ohio's Veterans: Fairfield County Recorder Lisa McKenzie Cautions Veterans to be Aware of Exploitative Practices"
- Press Release, Lancaster-Fairfield Public Transit, April 4, 2024, "Lancaster-Fairfield Public Transit Transitions to County Department, Launches Public Outreach for Transit Development Plan"
- Report of the Ohio Indigent Defense Study Task Force, April 2024
- Correspondence Regarding Industrial Solar Projects
- For Immediate Release, Office of the County Auditor, April 11, 2024, "Cigarette Dealer's License Deadline Approaching"
- Memo, Dr. Carri Brown, County Auditor, April 11, 2024, Subjects: Cigarette License Deadline, Tax Incentive Review Council Meetings; and Board of Revision Update
- Fairfield County Auditor's Office: Wins of the Week, April 11, 2024
- Letter, AEP Ohio, April 11, 2024, Regarding Construction Notice, Sifford-Ruble 2 138kV Transmission Tie-Lines Project, Case No. 24-2384-EL-BNR

Old Business

Commissioner Fix stated his support of the ban of industrial solar projects in Fairfield County and added that he sees the value in preserving farmland and in land use plans adopted in the Fairfield County 2024 Comprehensive Plan. He spoke about the ever changing future of Fairfield County and preparing for those changes.

Commissioner Levacy spoke about a 4H banquet and the encouraging achievements of the students at the banquet.

New Business

Ms. Mattei stated that all county townships which do not have zoning are now participating in the model zoning code. She thanked Commissioner Fix for his assistance with rallying the townships and Mayor Jason Henderson for assisting with the county's villages. She also thanked the Commissioners for funding this work.

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Engineer Upp stated his office is preparing for construction season and working on the salt barn and on road projects throughout the county.

Auditor Brown spoke about the matching of the first half property taxes to the estimate. She added that staff from Athens County visited her office to review the county's payroll procedures and spoke about the scheduling of the Tax Incentive Review Committee meetings.

Mr. Iachini stated Director Szabrak was meeting with Senator Schaffer on capital budget requests. He also stated that the Workforce Center was expecting large attendance numbers at the summer camps for middle schoolers.

Mr. Neeley spoke about meeting with departments to have business data storage discussions and thanked the departments he had already met with for their time and assistance.

Mr. Clark thanked everyone who attended the Child Abuse Prevention breakfast and spoke about posthumously honoring a woman who had fostered over 400 children. He also introduced Ethan Jones who is a new JFS fiscal specialist.

Regular (Voting) Meeting

The Commissioners continued to the voting portion of the meeting and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Recorder, Lisa McKenzie; Auditor, Dr. Carri Brown; JFS Director, Corey Clark; IT Director, Dan Neeley; Engineer, Jeremiah Upp; Transit Director, Aaron Kennedy; Economic Development Coordinator, Anthony Iachini; Utilities Director, Tony Vogel; JFS Deputy Director, Heather O'Keefe; Interim RPC Director, Holly Mattei; Assistant Prosecuting Attorneys, Austin Lines and Steven Darnell; and FCFC Manager, Tiffany Wilson. Also present: Sherry Pymmer, Barb Martin, Francis Martin, Jeff Williamsen, Melissa Hoover-Connor, Selina McCord, Stephanie Taylor, Chris Snider, Jo Price, Bruce Price, Cheryl Berner, Betty Bennett, Brandy Marshall, Nick Gill, Jerry Starner, Mary Cullison, and Bev Sturm.

Virtual attendees: Josh Horacek, Christy Noland, Jim Bahnsen, Deborah, Greg Forquer, Lori Hawk, Jeff Barron, Shelby Hunt, Jessica Murphy, Will Hinman, Tiffany Daniels, Belinda Nebbergall, Abby King, Aubrey Ward, Rachel Elsea, Leighann Adams, Joe Ebel, Toni Ashton, Lynette Barnhart, Stacy Hicks, Britney Lee, Ashley Arter, Vince Carpico, Tony Howard, Jon Kochis, Park Russell, Brian Wolfe, Jeanie Wears, and Nicole S.

Pledge of Allegiance

Commissioner Levacy asked everyone to rise as able and led the Pledge of Allegiance.

Announcements

There were no announcements.

Approval of Minutes for April 9, 2024

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, April 9, 2024, meeting.

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Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of Resolutions from the Fairfield County Board of Commissioners

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Board of Commissioners:

2024-04.16.a A Resolution to Approve Establishing a Public Hearing to Consider the Designation of Restricted Areas Which Prohibit the Construction of Large Solar Facilities in Fairfield County, Ohio

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix and Dave Levacy
Abstaining: Steve Davis

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Board of Commissioners:

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

2024-04.16.b A Resolution to Approve a Memorandum of Understanding (MOU) between Fairfield County and the Ohio Department of Agriculture (ODA) to Efficiently Resolve Situations Where an Existing Right-of-Way or Easements may Need to be Expanded for Public Safety Purposes in Permanent Agricultural Easements

2024-04.16.c A Resolution to Appropriate from Unappropriated in Major Expenditure Object Categories for 911 Wireless Fund #2683

2024-04.16.d A Resolution to Approve a Memo Expense for Interest Allocation Reimbursements for the Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority, Funds #7012, #7321, #7308, and #7865

Commissioner Fix stated the MOU from resolution 2024-04.16.b involves a situation where a farmer wants to preserve their land in perpetuity, but by doing so prevents the county from doing any development around that property and prevents the county from running utility lines. The resolution allows the county to work with the property owner to preserve everyone's rights.

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of a Resolution from Fairfield County Economic & Workforce Development

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Economic & Workforce Development:

2024-04.16.e A Resolution to Authorize the Approval of a Data Sharing and Confidentiality Agreement between ODJFS and Local Area 20

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Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of Resolutions from the Fairfield County Engineer

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Engineer:

- 2024-04.16.f A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fund #2024, Motor Vehicle Repairs and Maintenance
- 2024-04.16.g A Resolution to Approve the Contract Bid Award for the Sale of Scrap Metal and Aluminum
- 2024-04.16.h A Resolution to Approve the ODOT Road Salt Contract for 2024
- 2024-04.16.i A Resolution to Approve the Contract Bid Award for the 2024 Purchase of Liquid Asphalt Project
- 2024-04.16.j A Resolution to Approve Lifting Weight Reductions on County and Township Roads
- 2024-04.16.k A Resolution to Request for Appropriations for Additional Unanticipated Receipts of Memo Receipts and Memo Expenses for Fund #3445, Refugee Rd CR7-1.94

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of Resolutions from Fairfield County Job and Family Services

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from Fairfield County Job and Family Services:

- 2024-04.16.l A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates paid to Fairfield County Health Departments as a Memo Expenditure for Fund #2072, Public Children's Services
- 2024-04.16.m A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2015, Reimbursing Fund #2018
- 2024-04.16.n A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Christian Childrens Home of Ohio, Inc., CRC
- 2024-04.16.o A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Enterlock Corp dba Heaven Sent Homes

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- 2024-04.16.p A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Gordell Enterprises LLC dba ASUR Counseling & Treatment Centers
- 2024-04.16.q A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Mary Hill Youth and Family Center
- 2024-04.16.r A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and New Mercy Outreach, Inc.
- 2024-04.16.s A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Oesterlen Services for Youth, Inc.
- 2024-04.16.t A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services and Ohio Guidestone
- 2024-04.16.u A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and the Ohio Teaching Family Association
- 2024-04.16.v A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2072, Reimbursing Fund #2018
- 2024-04.16.w A Resolution Authorizing the Approval to Extend the Repayment Date of an Advance of Funds, Fund #2072 Public Children Services, Sub-Fund #8182 EPIC Grant

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of Resolutions from Fairfield County Juvenile/Probate Court

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from Fairfield County Juvenile/Probate Court:

- 2024-04.16.x A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court, Fund #2630 Special Projects
- 2024-04.16.y A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court, Fund #2882 Annie E. Casey
- 2024-04.16.z A Resolution to Amend the Certificate, Conversion of Prior Year 2023 Encumbrance to Current Year Appropriation, Reduce Current Year Appropriations for Juvenile Court, Annie E. Casey Fund #2882

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Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of a Resolution from the Fairfield County Sheriff

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Sheriff:

2024-04.16.aa A Resolution to Approve the Purchase of Two Additional Motorola Dispatch Consoles for the Sheriff's Office 911 Dispatch Center

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of Resolutions from Fairfield County Utilities Department

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Utilities Department:

2024-04.16.bb A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Utilities; Fund #5044, Contractual Services

2024-04.16.cc A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Utilities; Fund #5046, Contractual Services

2024-04.16.dd A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5405, Contractual Services

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Approval of the Payment of Bills

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution for the Payment of Bills:

2024-04.16.ee A Resolution Authorizing the Approval of Payment of Invoices for Departments that Need Board of Commissioners' Approval

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

Executive Session

On the motion of Steve Davis and the second of Jeff Fix, the Board of Commissioners voted to move to Executive Session to discuss personnel matters at 10:03 a.m. The motion asked for the following persons to be included in the Executive Session: Commissioners, County and Deputy County Administrators, Commissioners' Clerks, Commissioners' Budget Director, representatives from the Prosecutor's Office, and outside legal counsel.

Roll call vote of the motion resulted as follows:
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

A Resolution Authorizing the Approval of a Proclamation

WHEREAS, it is the pleasant responsibility of the Fairfield County Board of Commissioners to recognize people, organizations, and occasions; and

WHEREAS, the Commissioners have reviewed and approved the attached proclamation.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, FAIRFIELD COUNTY, STATE OF OHIO:

Section 1. That the Board of Commissioners approves the attached Proclamation of Recognition.

Prepared by: Rochelle Menningen

Fairfield County Board of Commissioners

A Proclamation Recognizing Jeffrey Porter for Receiving the National Public Employer Labor Relations Association's Pacesetter Award

WHEREAS, it is the pleasant responsibility of the Fairfield County Commissioners to recognize people, organizations, and occasions of outstanding achievement and significance; and

WHEREAS, Jeffrey Porter, Fairfield County's Deputy County Administrator, was recognized at the National Public Employer Labor Relations Association's 2024 Annual Training; and

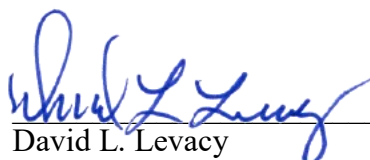
WHEREAS, Mr. Porter was selected for this prestigious recognition due to his outstanding work with Fairfield County's health benefits plan and the employee physical and mental health clinics; and

WHEREAS, Mr. Porter is a trendsetter that develops innovative ways to deliver the best health products to employees at great prices to employers and employees, and has enabled modeling these health products to other Ohio counties.


NOW THEREFORE, the Fairfield County Board of Commissioners does hereby formally declare its recognition of:

*Mr. Jeffrey Porter for receiving the
National Public Employer Labor Relations
Association's Pacesetter Award
for His Significant Work in Health Benefits Plans
and Employee Health Clinics*

IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 23rd Day of April in the Year of Our Lord, Two Thousand and Twenty-Four.


David L. Levacy
Commissioner


Jeff M. Fix
Commissioner


Steven A. Davis
Commissioner

Signature Page

Resolution No. 2024-04.23.a

A Resolution Authorizing the Approval of a Proclamation

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution Approving the Second Amendment of Resolution 2023-11.07.a, Which Established the Fairfield County Board of Commissioners' 2024 Review Sessions, Regular Meetings, and Special Meeting Dates

WHEREAS, pursuant to Ohio Revised Code 305.06 the Fairfield County Board of Commissioners established the 2024 Commission meeting dates by resolution 2023-11.07.a; and

WHEREAS, the Board of County Commissioners wishes to adjust the meeting location for the Review Session and Regular Meeting for the May 21, 2024 meeting date; and

WHEREAS, the Board of County Commissioners wishes to add a Special Meeting for a public hearing to consider the designation of restricted areas which prohibit the construction of large solar facilities in the unincorporated areas of Fairfield County; and

WHEREAS, due to inclement weather, the Board of County Commissioners cancelled the April 2, 2024, Roundtable Meeting, and wish to remove that meeting from resolution 2023-11.07.a.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Board of Commissioners approves moving the location of the May 21, 2024, Review Session, and Regular Meeting, to the Liberty Center, 951 Liberty Drive, Lancaster, Ohio.

Section 2. That the Board of Commissioners wishes to establish a Special Meeting for the purpose of a public hearing to consider the designation of restricted areas which prohibit the construction of large solar facilities in the unincorporated areas of Fairfield County. The Special Meeting will be May 21, 2024, 10:30 a.m., at the Liberty Center, 951 Liberty Drive, Ohio.

Section 3. That the April 2, 2024, Roundtable Meeting be removed from the meetings listed in Resolution 2023-11.07.a.

Signature Page

Resolution No. 2024-04.23.b

A Resolution Approving the Second Amendment of Resolution 2023-11.07.a, Which Established the Fairfield County Board of Commissioners' 2024 Review Sessions, Regular Meetings, and Special Meeting Dates

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing a memo expense memo receipt for the General Fund 2% administration fee for managing the county self-insurance program, Fund# 5376 TO GENERAL #1001 – Fairfield County Auditor

WHEREAS, the Auditor Finance Department manages agency fund #5376, the Self-Funded Health Insurance fund; and

WHEREAS, the general fund is to be reimbursed a 2% administration fee for management of the fund and program; and

WHEREAS, the 2% administration fee for January through March 2024 for \$76,370.30; and

WHEREAS, a memo expense memo receipt will move the administration fee to the General Fund; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Auditor reflect the following memo receipt:

00100110 434100 General Government Legislative/Executive \$76,370.30

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant paying the General Fund its two percent Administrative Fee.

Memo expenditure as referenced below:

12537600 580111 Health Insurance Admin \$76,370.30

Prepared by: Kit Burley
cc: Staci Knisley, Commissioners Office

Account Detail History



2024 Period 1 to 3
 Entry Date On or After: 1/1/1900
 Include Entries: No Selection

Year	Per	Journal	Src	Eff Date	Reference 1	Reference 2	Reference 3	Check #	OB	Debits	Credits	Net Change
12537600 434501					PREM ER&EE HEALTH/RX					0.00	3,800,974.36	(3,800,974.36)
2024	1	228	PRJ	1/5/2024	2401E	12401E	1E				16,202.21	-16,202.21
2024	1	536	PRJ	1/12/2024	2401	12401	1				602,211.99	-618,414.20
2024	1	924	PRJ	1/19/2024	2402E	12402E	2E				16,204.32	-634,618.52
2024	1	1255	PRJ	1/26/2024	2402	12402	2				620,356.62	-1,254,975.14
2024	2	183	PRJ	2/6/2024	2403E	12403E	3E				16,202.21	-1,271,177.35
2024	2	530	PRJ	2/9/2024	2403	12403	3				612,942.41	-1,884,119.76
2024	3	39	PRJ	3/6/2024	2405E	12405E	5E				18,348.61	-1,902,468.37
2024	3	296	PRJ	3/8/2024	2405	12405	5				616,069.35	-2,518,537.72
2024	3	1118	PRJ	3/21/2024	2406E	12406E	6E				16,633.60	-2,535,171.32
2024	3	1123	PRJ	3/22/2024	2406	12406	6				627,148.78	-3,162,320.10
2024	2	1086	PRJ	2/21/2024	2404E	12404E	4E				16,204.32	-3,178,524.42
2024	2	1193	PRJ	2/23/2024	2404	12404	4				622,449.94	-3,800,974.36
12537600 434502					PREM EE SELF PAY HEALTH/RX					0.00	17,540.50	(17,540.50)
2024	1	1524	CRP	1/29/2024	1200	965477					141.63	-141.63
2024	1	835	CRP	1/12/2024	1204	962859					4,550.39	-4,692.02
2024	1	1411	CRP	1/25/2024	1200	965027					1,888.42	-6,580.44
2024	3	1031	CRP	3/15/2024	1200	973617					4,621.47	-11,201.91
2024	2	1561	CRP	2/26/2024	1204	970759					6,338.59	-17,540.50
										3,818,514.86	(3,818,514.86)	

3,818,514.86 * 0.02 = \$76,370.30

Signature Page

Resolution No. 2024-04.23.c

A resolution authorizing a memo expense memo receipt for the General Fund 2% administration fee for managing the county self-insurance program, Fund# 5376 TO GENERAL #1001 – Fairfield County Auditor

(Fairfield County Auditor- Payroll)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution approving an account to account transfer
[Fairfield County Board of DD]**

WHEREAS, Fairfield DD needs to make account to account transfers for expenses related to the CCIP grant, and

WHEREAS, dollars are available for these expenditures, and

WHEREAS, account transfers are needed for the proper classification of expenditures,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the transfer of appropriations in the amount of \$ 6,000.00 is hereby authorized as follows:

From: 52153022 Materials & supplies
To: 52153022 Capital Outlay

Section 2. That the transfer of appropriations in the amount of \$ 18,000.00 is hereby authorized as follows:

From: 52154032 Materials & supplies
To: 52154032 Capital Outlay

**A resolution approving an account to account transfer
[Fairfield County Board of DD]**

For Auditor's Office Use Only:

FROM: 52153022 560000 MRE24 (\$ 6,000.00)
TO: 52153022 574100 MRE24 (\$ 6,000.00)

FROM: 52154032 560000 MRI24 (\$ 18,000.00)
TO: 52154032 574100 MRI24 (\$ 18,000.00)

Signature Page

Resolution No. 2024-04.23.d

A Resolution Approving an Account-to-Account Transfer
(Fairfield County Board of Developmental Disabilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to authorize funding made available to Fairfield County Board of Election a grant for Cybersecurity Technical assistance and appropriate from unappropriated

WHEREAS, the Ohio Secretary of State awarded the Fairfield County Board of Elections \$2,094.28 for the purpose to assist in implementing the priority items determined in the Cybersecurity Technical Document; and

WHEREAS, these funds are federal dollars, Federal Funding: Help America Vote Act (HAVA) CFDA: #90.404 and are to be deposited into a separate interest-bearing account; and

WHEREAS, appropriate from unappropriated into a major expense category will allow for expenses to occur; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. Appropriate from unappropriated monies in the following major expenditure object categories for org# 51286100:

\$ 2,094.28 Contractual Services

Prepared by: Amy McCoy
cc: Board of Elections

For Auditor's Office Use Only:

Section 1.

\$2,094.28	51286100	530000	G0001	Contractual Services
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Signature Page

Resolution No. 2024-04.23.e

A Resolution to Authorize Funding made Available to Fairfield County Board of Election a Grant for Cybersecurity Technical Assistance and Appropriate from Unappropriated

(Fairfield County Board of Elections)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County Adoption Center and Shelter fund #2002

WHEREAS, additional appropriations are needed in the major expenditure object category for fund #2002; and

WHEREAS, appropriating from unappropriated will allow proper accounting in the major expenditure object category.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

Contractual Services	12200200	\$10,000
Materials & Supplies	12200200	\$2,200

Prepared by: Leighann Adams
cc: Dog Shetler

**Appropriate from Unappropriated
For Auditor's Office Use Only:**

Section 1. Update the following appropriations:

\$10,000	12200200	541001	Electric/Utilities
\$2,200	12200200	560604	Field Supplies

Signature Page

Resolution No. 2024-04.23.f

A Resolution to Appropriate from Unappropriated in Major Expenditure Object
Categories for Fund #2002

(Fairfield County Dog Shelter)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to authorize Jeremiah D. Upp and Eric McCrady to be reappointed to the OPWC Integrating Committee.

WHEREAS, the Fairfield County Engineer, Jeremiah D. Upp, is requesting that this Board of Commissioners authorize the Fairfield County Engineer, Jeremiah D. Upp, to be reappointed to the OPWC Integrating Committee, and

WHEREAS, the Fairfield County Engineer is requesting that this Board of Commissioners authorize Deputy Engineer, Eric McCrady, to be reappointed as an Alternate to the OPWC Integrating Committee.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: that the Fairfield County Engineer, Jeremiah D. Upp, is hereby authorized to be reappointed to the OPWC Integrating Committee.

SECTION 2: that the Deputy Engineer, Eric McCrady, is hereby authorized to be reappointed as an Alternate to the OPWC Integrating Committee.

SECTION 3: that the Clerk of this Board return a signed copy of this Resolution to the County Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Office

Signature Page

Resolution No. 2024-04.23.g

A Resolution to Authorize Jeremiah D. Upp and Eric McCrady to be Reappointed to the OPWC Integrating Committee

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to appropriate from unappropriated in a major expenditure object category SA-Ditch 2050 Subdivision for West Buckeye Lake/Ballard Lane expenses

WHEREAS, additional appropriations are needed in the major expenditure object category for 2050 Subdivision and

WHEREAS, appropriate from unappropriated will allow proper accounting in the major expenditure object category.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$500.00 30205700-Contractual Services

For Auditor's Office Use Only:

30205700-530000 \$500.00

Prepared by: Julie Huggins
cc: Engineer

Signature Page

Resolution No. 2024-04.23.h

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object
Category SA-Ditch 2050 Subdivision for West Buckeye Lake/Ballard Lane Expenses

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution to Approve the Contract with US Bridge dba Ohio Bridge for the WAL-05 Geiger Road Superstructure Replacement.

WHEREAS, on April 9, 2024, this Board of Commissioners awarded the Bid for the WAL-05 Geiger Road Superstructure Replacement to US Bridge dba Ohio Bridge for \$93,940.00, and

WHEREAS, since the Contract Materials are in order and this Contract Agreement has been approved by the Fairfield County Prosecutor, the County Engineer recommends that this Board of Commissioners sign this Resolution and the Contract Agreement with US Bridge dba Ohio Bridge.

NOW THEREFORE: BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: that this Board of Commissioners approves the WAL-05 Geiger Road Superstructure Replacement Contract with US Bridge dba Ohio Bridge for \$93,940.00 by signing the Contract Agreement and this Resolution for this project to proceed.

SECTION 2: that the Clerk of this Board furnish the County Engineer with the Contract Agreement and Resolution for further processing.

Prepared by: Randy Carter
cc: Engineering Department

CONTRACT

This Contract, made this _____ day of _____, 2024, between the Fairfield County Commissioners, hereinafter called the Owner, and U.S. Bridge dba The Ohio Bridge Corp. and its successors, executors, administrators and assigns, hereinafter called the Contractor:

WITNESSETH: That the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE I: Scope of the Work - The Contractor shall perform within the time stipulated, the Contract as herein defined of which this agreement is a component part and everything required to be performed and shall provide and furnish any and all of the labor and materials together with all tools, equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all the work covered by the Contract in connection with the Owner's Project identified as: the AMA-07 Westfall Road Bridge Repair Project in strict conformity with the Proposal, Plans, and Specifications including any and all Addenda issued by the Owner with the other Contract Documents.

It is agreed that said labor, materials, tools, equipment, and services shall be furnished by the Contractor and the Contract performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II: Unit Prices - The Owner shall pay to the Contractor, as full consideration for performance of the Contract, an amount computed upon the basis of the Quantity of work actually performed at the unit price bids in the Proposal Form.

It is understood that the quantities stated for the unit price bids are approximate only and are subject to either increase or decrease; and should the quantity of any item of the unit price work be increased, the Contractor shall perform the additional work at the unit price bid in the Proposal, and should the quantity be decreased, payment will be made on actual quantities completed at the unit price bid in the Proposal, and the Contractor will make no claim for anticipated profits for any decrease in quantities. Actual quantities will be determined upon completion of the work.

ARTICLE III: Performance Bond - The Contractor shall furnish an acceptable Performance Bond in the amount of One Hundred Percent (100%) of the amount Bid at the time of signing of this Contract.

ARTICLE IV: Prevailing Wage - The Contractor shall pay the Prevailing Wage on this Contract and in accordance with all Prevailing Wage Laws in this area.

ARTICLE V: Failure to Complete on Time - If the Contractor fails to complete the work within the time allowed, proposed structure to be delivered to job site by September 3, 2024 or as determined by the Fairfield County Engineer, the Owner for each Calendar Day that any work shall remain uncompleted after the Contract completion date shall charge liquidated damages, from money due the Contractor, per the State of Ohio Department of Transportation Construction and Material Specifications Book specified in the General Specifications document included with this contract. The Owner may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the Public.

ARTICLE VI: The Contractor covenants and agrees that this Contract shall consist of the documents as listed below which are attached hereto, incorporated herein by reference and made a part hereof:

- The Contract
- The Construction Plans
- The Bid Proposal
- General Specifications
- Project Description, Details and Specifications
- Performance and Payment Bond
- Non-Collusion Affidavit
- Certificates
- Experience Record
- Affidavit of Personal Property Tax Liability
- Affidavit of Lien Release
- Anti-Alcohol/Drug Policy
- General Conditions
- Prevailing Wage Determination
- Request for Taxpayer ID Number and Certification (W-9)
- Specifications/Location Plans

ARTICLE VII: In consideration of the premises and in accordance with the provisions of Article 30 of the General Conditions, the Owner agrees to pay to the Contractor the appropriate sum of Ninety Three Thousand Nine Hundred Forty dollars and 00/100 (93,940.00) upon completion of the WAL-05 Geiger Road Superstructure Replacement Project after inspection and acceptance by the Owner.

ARTICLE VIII: The Contractor further covenants and agrees that he shall give the Owner no less than twenty (20) days (working days - County calendar) written notice of occupying the construction site necessitating road closure. Notice to proceed shall be the date of receipt of the Contract signed by the County Commissioners.

The Contractor further covenants and agrees that in the hiring of employees for the performance of work under this Contract or any subcontract, no Contractor or Subcontractor or any person acting on his behalf, shall, by reason of race, creed, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates, and, further, that no Contractor, Subcontractor, nor any person acting on his behalf, shall, in any manner discriminate against or intimidate the employee hired for the performance of work under this Contract on account of race, creed or color.

ARTICLE IX: Both parties hereto agree that the provisions of Chapter 4115, Ohio Revised Code, and RELATED SECTIONS, shall be complied with, in all respects under this Contract.

IN WITNESS WHEREOF: The parties hereto have caused their names to be affixed by their duly authorized officers and caused their corporate seals to be affixed hereto.

OWNER: FAIRFIELD COUNTY COMMISSIONERS

BY:

David L. Levacy
President

Jeffrey M. Fix
Commissioner

Steven A. Davis
Commissioner

CONTRACTOR: USBRIDGE / OHIO BRIDGE
BY (signature): A Rogov
BY (print name): ART ROGOVIN
ADDRESS: 201 WHEELING AVE, PO BOX 757
CAMBRIDGE, OHIO 43725
TELEPHONE: 740-432-6334
FAX: 740-439-7349
E-MAIL: ART@USBRIDGE.COM

C E R T I F I C A T E S

The hereto attached Performance and Payment Bond being good and sufficient is accepted this _____ day of _____, 2024.

FAIRFIELD COUNTY BOARD OF COMMISSIONERS:

David L. Levacy
President

Jeffrey M. Fix
Commissioner

Steven A. Davis
Commissioner

CERTIFICATE OF COUNTY AUDITOR

I HEREBY CERTIFY that funds are available, or are in the process of collection from the Motor Vehicle Fund and/or ½-mill Levy Fund, in the amount of \$93,940.00. This figure has been lawfully appropriated, or authorized or directed for the WAL-05 Geiger Road Superstructure Replacement Project free from any obligation.

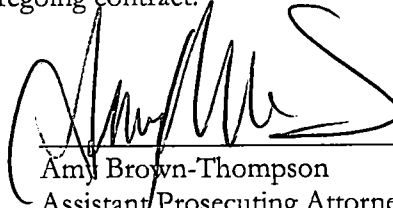


Carri L. Brown
Fairfield County Auditor

Dated at Lancaster, Ohio: April 15, 2024.

CERTIFICATE OF PROSECUTING ATTORNEY

I HEREBY APPROVE the form of the foregoing contract.



Amy Brown-Thompson
Assistant Prosecuting Attorney

Date: 4/16, 2024.

Signature Page

Resolution No. 2024-04.23.i

A Resolution to Approve the Contract with US Bridge dba Ohio Bridge for the
WAL-05 Geiger Road Superstructure Replacement

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution to Approve the Notice to Commence for the WAL-05 Superstructure Replacement

CONTRACT: WAL-05 Geiger Road Superstructure Replacement

WHEREAS, by Resolution on April 9, 2024, this Board of Commissioners awarded a Contract to US Bridge dba Ohio Bridge, 201 Wheeling Ave, Cambridge, OH 43725, in the amount of \$93,940.00 for the WAL-05 Superstructure Replacement.

WHEREAS, Section 1311, Ohio Revised Code requires the Public Authority to prepare a Notice of Commencement prior to commencement of performance, and

WHEREAS, the County Engineer is requesting the attached Notice be signed by the President of the Board of Commissioners.

NOW THEREFORE: BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: that this Board of Commissioners resolves to, and does hereby, authorize its President to sign the required Notice of Commencement in the matter of the WAL-05 Superstructure Replacement.

SECTION 2: that the Clerk of this Board furnish the County Engineer with a signed copy of the Recorded Resolution for further processing.

Prepared by: Randy Carter
cc: Engineering Department

NOTICE OF COMMENCEMENT
(Section 1311.04 and 1311.252, Ohio Revised Code)

STATE OF OHIO:

SS

COUNTY OF FAIRFIELD:

Now comes the Board of Commissioners of Fairfield County Ohio by David L. Levacy, its President, who after being duly cautioned and sworn, states the following in connection with the WAL-05 Superstructure Replacement:

1. The Public Improvement under construction is the superstructure replacement of the WAL-05 bridge.

2. The name, address, and capacity of the Owner of the real property contracting for the improvement is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.

3. The name and address of the fee owner of said real property is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.

4. The name, address, and trade of the principal Contractor is: US Bridge dba Ohio Bridge, 201 Wheeling Ave, Cambridge, OH 43725, whose principal trade is that of bridge contractor.

5. The fee owner of said property has no designee.
6. The date the public authority first executed a contract with the principal Contractor for the public improvement was April 9, 2024.
7. There are currently no lending institutions providing financing for this improvement.
8. The name and address of the surety on the bond guaranteeing payment of the original Contractor's obligations under the contract for this improvement is Western Surety Company, 151 N Franklin St, Chicago, IL 60606.
9. To Lien Claimants and Subsequent Purchasers: Take notice that labor or work is about to begin on, or materials are about to be furnished for, an improvement to the real estate described in this instrument. A person having a mechanics' lien may preserve the lien by proving a Notice of Furnishing to the above-named designee and his original Contractor, if any, by timely recording an affidavit pursuant to Section 1311.06 of the Ohio Revised Code. A copy of this notice may be obtained upon making a written request by certified mail to the above-named owner, part owner, lessee, designee, or the person with whom you have contracted.
10. The name and address of the person preparing this notice is Amy Brown-Thompson, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

2024-04.23.j

11. The foregoing information is true and accurate to the best of my knowledge and belief.

12. Further affiant sayeth naught.

David L. Levacy
The Board of Commissioners of
Fairfield County Ohio, Affiant

Be it remembered, that on this _____ day of _____, 2024, before me, the subscriber, a notary public, in and for said state, personally came David L. Levacy, President of the Board of Commissioners of Fairfield County Ohio, affiant in the foregoing Affidavit, who acknowledged that signing thereof to be his individual voluntary act and deed and the voluntary act and deed of the Board of Commissioners of Fairfield County Ohio.

In testimony thereof, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public – State of Ohio

Signature Page

Resolution No. 2024-04.23.j

A Resolution to Approve the Notice to Commence for the WAL-05 Superstructure Replacement

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution approving a subgrant agreement amendment for the Community Based Child Abuse Prevention Grant by and between the Fairfield County Board of Commissioners and the Ohio Children’s Trust Fund for State Fiscal Year 2024 and State Fiscal Year 2025

WHEREAS, The Fairfield County Board of Commissioners serves as administrative agent for the Fairfield County Family Adult and Children First Council; and

WHEREAS, The Ohio Childrens Trust Fund has presented the attached subgrant agreement for the Community Based Child Abuse Prevention Grant; and

WHEREAS, approval of the attached agreement amendment by the Board of Commissioners is necessary for the project to proceed in Fairfield County during State Fiscal Year 2024 and State Fiscal Year 2025.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners approves the agreement amendment for the Community Based Child Abuse Prevention Grant with the Ohio Childrens Trust Fund and authorizes its President to sign the agreement.

Prepared by: Tiffany Wilson

**OHIO CHILDREN'S TRUST FUND
SUBGRANT AGREEMENT**

G-2425-22-0220

RECITALS:

This Subgrant Agreement (Agreement) between the Ohio Children's Trust Fund (OCTF) and Fairfield County Board of County Commissioners (SUBGRANTEE) is created pursuant to the Subgrant awarded by OCTF to SUBGRANTEE. SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement. Pursuant to Ohio Revised Code (ORC) Section 3109.16, the Ohio Department of Job and Family Services (ODJFS) is the administrative entity for OCTF.

The information below is referred to herein in accordance with Title 2 of the Code of Federal Regulations (CFR), Section 200.332:

SUBGRANTEE's System for Award Management Unique Entity ID is MAM8KFZZ4UL5.

The Subgrant is made pursuant to the Community-Based Child Abuse Prevention grant, awarded by the United States Department of Health and Human Services on September 23, 2022, for the performance period of October 1, 2021 to September 30, 2024.

The total amount of this federal award to OCTF is \$1,648,659.00. The total amount of federal funds awarded to SUBGRANTEE is \$120,000.00.

The Catalogue of Federal Domestic Assistance (CFDA) number is 93.590.

The Federal Award Identification Number (FAIN) is 2201OHBCAP.

This Agreement is not for research and development purposes.

In accordance with the Federal Funding Accountability and Transparency Act (FFATA), the full project description can be obtained at <http://usaspending.gov>, under the Federal Award Title.

- A. OCTF issued a Request for Grant Applications (RFGA) titled Statewide Child Abuse and Neglect Prevention Programs, numbered OCTFR2425220002 and dated April 7, 2023, which is hereby incorporated by reference.
- B. The OCTF application review team recommended for award the Application of SUBGRANTEE, which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFGA, the Application or this Agreement, the provisions of this Agreement will determine the obligations of the parties. In the event that this Agreement fails to clarify any inconsistency or ambiguity between the RFGA and the Application, the RFGA will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve the dispute in keeping with the objectives of this Agreement and the budgetary and statutory constraints of OCTF.
- D. Key personnel that are identified by the SUBGRANTEE as critical to the success of the Agreement may not be removed without a reasonable notice to OCTF, and replacements will not be made without OCTF approval.

DEFINITIONS

- A. For the purposes of this Agreement, the terms "auditee," "auditor," "audit finding," "CFDA number," "Federal award," "Federal awarding agency," "Federal program," "internal controls," "management decision," "non-Federal entity," "nonprofit organization," "Office of Management and Budget (OMB)," "pass-through entity," "single audit," "state," "subaward" and "subrecipient" have the same meanings as provided in 2 CFR Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the "OMB Omni-Circular".
- B. For the purposes of this Agreement, the terms "equipment," "HHS awarding agency," "real property," "subaward," "subrecipient," "supplies," "suspension of award activities," and "termination" have the same meanings as provided in 45 CFR 75.

ARTICLE I. PURPOSE; SUBGRANT ACTIVITIES

- A. SUBGRANTEE will provide the Map Forward Project: Neuroscience for Hopeful Futures in Fairfield County and Beyond to children, parents/caregivers, and support providers in Fairfield County, Ohio. The project seeks to bring cutting edge, trauma-focused training and assessment services to our area in an effort to prevent child abuse and neglect in Fairfield County and to provide a roadmap for other agencies interested in doing the same in their communities. Specifically, SUBGRANTEE will do the following:
1. Identify and recruit 25 at-risk children and their families to voluntarily engage with SUBGRANTEE (and/or partner with Albany Counseling Services) to provide the Neurosequential Model of Therapeutics (NMT) Comprehensive Assessment Package. SUBGRANTEE will work to adapt their existing approach of focusing on children who already have or had had open cases with Child Protective Services to a framework of child abuse prevention to reduce the incidence of child abuse and neglect in Fairfield County and beyond. Through the NMT assessment interview process, SUBGRANTEE will engage at least five service, educational, and community providers directly involved with each child to create a cross-sector team approach. This information will be used to develop a Brain Map for each child for how best to support the child across domains and settings.
 2. Building upon grant activity one, develop, utilize, and provide to each family and the child's team of providers sequentially designed strategies, along with many educational resources. SUBGRANTEE must provide a set of individualized recommendations to the family and the child's team of providers called the Therapeutic Web, in alignment with the NMT approach. Metric findings from grant activity one and the Therapeutic Web will be presented to the family and the child's team through reports and a one-hour zoom meeting, which will be recorded to be shared with those providers on the child's team who cannot attend as well as with future providers.
 3. Provide follow-up services to the child and the child's family including referrals, additional planning sessions and consultations designed to assist the family and team with integrating the concepts and strategies presented into service plans and the daily life of the child. Additional emphasis will be placed on ensuring that the child has adequate relational supports and connections throughout the child's day. SUBGRANTEE will utilize the Mobius Planning Tool follow-up session, with the family and providers, to ensure that those relational supports are planned and intentional and to minimize any gaps in the child's day where there may be insufficient support to keep the child well regulated. The Therapeutic Web will be utilized to provide a way for all current stakeholders to immediately begin working on behalf of the child while waiting for access to professional and other services and interventions that would be most effective and supportive for the caregiver.
 4. Post-test twelve-fifteen (12-15) of the children and their primary caregiver utilizing the same tools as the pre-tests, six months after the initial assessment. The assessments will provide SUBGRANTEE a sense for whether the recommended interventions are having an impact on increasing the child's functioning and on decreasing the caregiver burden score. The scores will serve as an indicator that the child and family are becoming more resilient, and that the caregiver and service providers are becoming more effective in their approaches to working with the child and family, thereby reducing the risk for abuse or neglect. Recommendations resulting from the assessment process will be further strengthened and enhanced by training SUBGRANTEE staff, area service providers, school personnel and community stakeholders in the project goals, in core

concepts of NMT/E and Adverse Childhood Experiences (ACE's) and in how to operationalize the recommendations in The Therapeutic Web in their respective settings. Having a community wide, shared set of concepts, language and strategies will increase the likelihood that the recommendations will be effectively implemented.

5. Partner with Albany Counseling Services to provide the following 3 trainings:
 - a. Training #1: This training will be offered live to 40 of SUBGRANTEE's staff, area service providers, and key community stakeholders. The training will be an 8-hour training designed to provide an overview of the project, trauma education, an overview of the assessment process and tools and how to support and operationalize them in various settings.
 - b. Training #2: This training will be offered to the Fairfield County School District. The training will be a 3-hour Zoom based training that will provide an overview of the project, a trauma training entitled Beyond the ACE's Checklist and a Q&A segment. It will be offered district-wide, and it is anticipated that at least 40 school personnel will attend.
 - c. Training #3: This training is an introduction to the Neurosequential Model for Educators. This training will be provided in 5 one-hour videos, 1x per month for 5 months. The videos are offered through the Neurosequential Network and feature Dr. Bruce Perry. The series uses everyday classroom challenges with real children to introduce emerging concepts related to brain functioning, brain development and traumatology in everyday educational settings. The focus of each session is the presentation and discussion of a student during which the concepts of the NME are introduced. Each session has a didactic, mini-presentation on a specific topic.
6. Develop a manual outlining the project overview, processes and procedures, results, resources, and lessons learned as created by Tammy Baumgartel with assistance from Henry Designs.

B. Reporting Requirements

1. SUBGRANTEE will adhere to the following reporting requirements:
 - a. Provide a progress report on January 15, 2024, and a final report on or before July 31, 2024. The OCTF will provide report forms to SUBGRANTEE that will detail the information that Subgrantee is required to submit.
 - b. Track and report on the following performance and evaluation metrics at the end of the grant cycle:
 - (1) The number of parents/caregivers served as compared to the target goal;
 - (2) The county of residence for the parents/caregivers served via this program;
 - (3) The county of employment for professionals trained in the model;
 - (4) Results from the following tools, to be developed and/or implemented:
 - (a) Demographic Questionnaire; and
 - (b) ACES screening tool.
 - (5) Results from the Protective Factors Survey, 2nd Edition pre/post evaluation;
 - (6) Results from the Brief Child Abuse Potential Inventory pre/post evaluation;
 - (7) Results from the Community Stakeholder Post-Test;
 - (8) Results from the 3-hour video training to Educators Post-Test;
 - (9) Results from the number of trained Educators who complete the 25-page workbook associated with the training;
 - (10) Redacted results from the complete assessment package of services including follow-up services;
 - (11) Results of the post-tests for the 15 children to be assessed with their primary caregiver (6-months post pre-test); and
 - (12) A replication manual.

C. Reimbursement and Invoicing

1. SUBGRANTEE will invoice for all services occurring within a quarter within 60 days of the close of that quarter, with the exception of the first quarter of each state fiscal year, which are due within 30 days of the close of the quarter.

D. The OCTF Agreement Manager is Eric Gonzalez, or successor.

E. The OCTF Agreement Manager may periodically communicate specific requests and instructions to SUBGRANTEE concerning the performance of activities described in this Agreement. SUBGRANTEE agrees to comply with any requests or instructions to the satisfaction of OCTF within 10 business days after SUBGRANTEE's receipt of the requests or instructions. OCTF and SUBGRANTEE expressly understand that any requests or instructions will be strictly tailored to ensure the successful completion of the Subgrant activities described in this Agreement and are not intended to amend or alter this Agreement in any way. If SUBGRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, SUBGRANTEE will immediately notify OCTF pursuant to the Notice provision of this Agreement. SUBGRANTEE agrees to consult with the OCTF Agreement Manager as necessary to ensure understanding of the Subgrant activities and the successful completion thereof.

F. The SUBGRANTEE to whom this Agreement is awarded shall be deemed the subrecipient of the federal award received by OCTF. Any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement is also considered a subrecipient of federal funds and must meet the requirements of OMB Omni-Circular, 2 CFR Part 200. SUBGRANTEE is required to conduct monitoring activities consistent with OMB Omni-Circular, 2 CFR Part 200 Subpart D and F for any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement.

ARTICLE II. EFFECTIVE DATE OF THE SUBGRANT

A. This Agreement will be in effect from July 1, 2023 through June 30, 2024, unless this Agreement is suspended or terminated prior to the expiration date.

B. It is expressly understood by both OCTF and SUBGRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The OCTF Agreement Manager will notify SUBGRANTEE when this certification is given.

ARTICLE III. AMOUNT OF SUBGRANT/PAYMENTS

A. The total amount of the Subgrant is \$150,000.00. OCTF will provide SUBGRANTEE with funds in an amount up to \$150,000.00 for SFY 2024, expressly to perform the Subgrant activities. SUBGRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. SUBGRANTEE hereby waives the interest provisions of ORC 126.30.

B. With the exception of travel expenses, line-item expenses listed in the budget may be reallocated upon the written approval of the OCTF Agreement Manager as long as the total amounts per SFY and the total overall Agreement amount remains unchanged. Any changes to the travel costs will require a formal amendment to this Agreement.

C. SUBGRANTEE shall provide for allowable costs in accordance with the indirect cost rate. The indirect cost rate for this Agreement is a de minimis indirect cost rate as defined in 2 CFR 200.414.

D. Compensation will be made as reimbursement for actual allowable expenditures incurred per Subgrant activity and paid by SUBGRANTEE during the billing period pursuant to SUBGRANTEE's accepted budget incorporated below:

Activity	Cost
Personnel	
MSY Coordinator, TBD - 0.1 FTE	\$24,107.83
MSY Coordinator, TBD - 0.1 FTE	
Executive Director – 0.05 FTE	(\$19,467.86 – CBCAP)
Service/Program Materials and Supplies	\$110,850.00
NMT Comprehensive Assessment Package for 25 Kids = \$77,500.00	
Follow-up Assessments (12-15 children & primary care provider) = \$19,350	(\$88,280.00 CBCAP)
Training = \$7,000.00	
Training #1 = \$3,600	
Training #2 = \$1,650	
Training #3 = \$1,750	
Manual = \$3,000.00	
Equipment Costs = \$3,000.00	
Office Supplies = \$1,000.00	
Travel	\$1,678.80
Mileage @ State Mileage Rate = \$694.30	
Training Lodging and Per Diem (2 Days) = \$284.50	(\$1,343.04 CBCAP)
Airfare Flight = \$700.00	
Indirect Costs	\$13,363.37
Indirect costs @10%, including project oversight, grant administration, facilities, IT, HR, legal, financial and other support.	(\$10,909.10 CBCAP)
Total Costs	\$150,000.00
CBCAP Total	\$120,000.00
State Total	\$30,000.00

E. SUBGRANTEE will submit 1 copy of a detailed invoice on a quarterly basis to OCTF at invoices@octf.ohio.gov. SUBGRANTEE agrees to use an invoice instrument to be prescribed by OCTF and will include in each invoice:

1. SUBGRANTEE's name, complete address, and federal tax identification number;
2. Agreement number and dates;
3. Purchase order number;
4. Amount and purpose of the invoice during the billing period, including such detail as required per the compensation section of this Agreement, Subgrant activities completed, description of services rendered, hourly rates and number of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement;
5. Receipt or other proof of cost;
6. If applicable, the total program costs, verification of the non-federal match, program relationship to the federal grant and administrative costs; and
7. Other documentation requested by the OCTF Agreement Manager.

F. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to 45 CFR Part 75 as well as the OMB Omni-Circular, 2 CFR Part 200, including but not limited to the following federal rules:

1. **Financial Management and Standards for Financial Management Systems.** SUBGRANTEE and its subgrantee(s) shall comply with the requirements of 45 CFR 75.302, including, but not limited to:
 - a. Fiscal and accounting procedures;

- b. Accounting records;
 - c. Effective internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation and cash management;
 - f. Written procedures to implement the requirements of 45 CFR 75.305; and
 - g. Written procedures for determining the allowability of costs in accordance with 45 CFR 75 Subpart E and the terms and conditions of the Federal award.
2. **Period of Performance and Availability of Funds.** Pursuant to 45 CFR 75.309, SUBGRANTEE and its subgrantee(s) may charge to the award only allowable costs resulting from obligations incurred during this Agreement period. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the funding period unless otherwise specified herein.
 3. **Cost Sharing or Matching.** Matching or cost sharing requirements applicable to the federal program must be satisfied by allowable costs incurred or third-party in-kind contributions, as provided in 45 CFR 75.306, and subject to the qualifications, exceptions, and requirements of that section.
 4. **Program Income.** Program income, as defined in 45 CFR 75.307, must be used as specified in this section.
 5. **Real Property.** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property shall be governed by the provisions of 45 CFR 75.318.
 6. **Equipment.** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, shall be governed by the provisions of 45 CFR 75.320.
 7. **Supplies.** Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds shall be governed by the provisions of 45 CFR 75.321.
- G. SUBGRANTEE expressly understands that OCTF will not compensate SUBGRANTEE for any work performed prior to SUBGRANTEE's receipt of notice from the OCTF Agreement Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Agreement.
- H. SUBGRANTEE expressly understands that OCTF does not have the ability to compensate SUBGRANTEE for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per SFY. SUBGRANTEE must submit final invoices for payment for each SFY no later than 60 calendar days after the end date of each SFY, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- I. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding OCTF for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of OCTF, ODJFS, or the State of Ohio.

ARTICLE IV. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of 45 CFR 75.501 and OMB Omni-Circular, 2 CFR 200.501, SUBGRANTEE must have an entity-wide single audit.

- B. SUBGRANTEE has additional responsibilities as an auditee under OMB Omni-Circular, 2 CFR 200.508 that include, but are not limited to:
1. Proper identification of federal awards received;
 2. Maintenance of required internal controls;
 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
 4. Procure or otherwise arrange for the audit required in accordance with 2 CFR 200.509, and ensure proper performance and timely submission of the audit in accordance with 2 CFR 200.512;
 5. Preparation of appropriate financial statements, including the schedule of federal award expenditures in accordance with 2 CFR 200.510;
 6. Promptly follow up and take corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan, in accordance with 2 CFR 200.511; and
 7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this ARTICLE.

ARTICLE V. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement shall automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of performance, or once all of the compensation has been paid.
- B. Upon a 30-calendar day written notice to the other party, either party may terminate this Agreement. Upon written notice to SUBGRANTEE, at the sole discretion of OCTF, this Agreement may be suspended.
- C. Notwithstanding the provisions of Sections A or B, above, OCTF may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE if:
1. OCTF loses funding as described in ARTICLE III;
 2. OCTF discovers any illegal conduct by SUBGRANTEE; or
 3. SUBGRANTEE has violated any provision of ARTICLE IX.

Suspension or termination under this provision shall not entitle SUBGRANTEE to any rights or remedies described in Section E of this ARTICLE.

- D. SUBGRANTEE, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Subgrant activities;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Subgrant activities and refusing any additional orders;
 3. Prepare and furnish a report to OCTF that describes the status and percentage of completion of all Subgrant activities and includes the results accomplished and the conclusions reached through Subgrant activities;
 4. Deliver all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to OCTF, and deliver any and all materials or work produced under or pertaining to this Agreement whether completed or not; and

5. Perform any other tasks OCTF requires.
- E. In the event of suspension or termination under this ARTICLE, OCTF will, upon receipt of a proper invoice from SUBGRANTEE, determine the amount of any unpaid Subgrant funds due to SUBGRANTEE for Subgrant activities performed before SUBGRANTEE received notice of termination or suspension. In order to determine the amount due to SUBGRANTEE, OCTF will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of OCTF. OCTF will not be liable for any further invoice claims submitted by SUBGRANTEE.
- F. Upon SUBGRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, OCTF reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by OCTF of an occurrence of breach or default is not a waiver of subsequent occurrences. If OCTF or SUBGRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by OCTF will not be effective unless it is in writing signed by the OCTF Executive Director.

ARTICLE VI. NOTICES

- A. OCTF and SUBGRANTEE agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between SUBGRANTEE and the identified OCTF Agreement Manager.
- B. Notices to OCTF from SUBGRANTEE that concern changes to SUBGRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE IX, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to SUBGRANTEE from OCTF concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to SUBGRANTEE's representative at the address appearing on the signature page of this Agreement.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (*e.g.*, registered or certified mail, postage prepaid).

ARTICLE VII. RECORDS, DOCUMENTS AND INFORMATION

SUBGRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any agreements executed for the performance of Subgrant activities relative to this Agreement:

- A. SUBGRANTEE agrees that any media produced pursuant to this Agreement or acquired with Subgrant funds will become the property of OCTF. This includes all documents, reports, data, material, photographs (including negatives), and electronic reports and records. OCTF will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way OCTF deems appropriate. SUBGRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. SUBGRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless OCTF determines that certain materials are confidential under federal or state law.
- B. All OCTF information that is classified as public or private under Ohio law and OCTF rules will be treated as such by SUBGRANTEE. Should the nature of any information be in question, OCTF will determine whether the information is public or private. SUBGRANTEE will restrict the use of any information, systems, or records OCTF provides to the specific Subgrant activities of this Agreement. SUBGRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of

OCTF and the State of Ohio. SUBGRANTEE agrees that the terms of this Section B will be included in any contract or subgrant executed by SUBGRANTEE for work under this Agreement.

- C. SUBGRANTEE information that is proprietary and has been specifically identified by SUBGRANTEE as proprietary will be held as confidential by OCTF. Proprietary information is information that would put SUBGRANTEE at a competitive disadvantage in SUBGRANTEE's marketplace and trade if it were made public. OCTF reserves the right to require reasonable evidence of SUBGRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. SUBGRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secret" found at ORC 1333.61 and shall defend such a claim.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to OCTF, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE and will be made available for audit by state and federal government entities that include but not limited to, OCTF, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of 3 years after SUBGRANTEE receives the last payment pursuant to this Agreement. If an audit, or similar action is initiated during this time period, SUBGRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the 3-year period if the action is resolved prior to the end of the 3-year period, unless otherwise directed below in Section E of this ARTICLE. If applicable, SUBGRANTEE must meet the requirements of the OMB Omni-Circular, 2 CFR Part 200, Subpart D and F. SUBGRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to OCTF, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Agreement is 7 years.
- F. SUBGRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by OCTF or ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require SUBGRANTEE to keep the records longer than the approved records retention schedule. SUBGRANTEE will be notified by OCTF or ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule.
- G. If applicable, SUBGRANTEE hereby agrees to current and ongoing compliance with Title 42, Section 1320d through 1320d-8 of the United States Code (42 USC 1320d-1320d-8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If applicable, SUBGRANTEE further agrees to include the terms of this Section G in any subgrant agreements that may be executed pursuant to this Agreement.

ARTICLE VIII. AMENDMENT, ASSIGNMENT, AND SUBAWARD

- A. **Amendment.** This writing constitutes the entire agreement between OCTF and SUBGRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, OCTF and SUBGRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. It is agreed that line-item budget modifications may be made, in writing, upon approval by the OCTF Agreement Manager without a written amendment pursuant to ARTICLE III. Any written amendment to this Agreement will be prospective in nature.
- B. **Assignment of Interests.** SUBGRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Subgrant without the prior written approval of OCTF. SUBGRANTEE will submit any requests for approval of assignments and transfers to the OCTF Agreement Manager at least 10 days prior to the desired effective date. SUBGRANTEE understands that any assignments and transfers will be subject to any conditions OCTF deems necessary and that no approval by OCTF will be deemed to provide for any OCTF obligation that exceeds the Subgrant amount specified in ARTICLE III of this Agreement.

C. Subawards.

1. **Subgrants.** Any subgrants by SUBGRANTEE will be made in accordance with 45 CFR 75.352.
2. **Suspension and Debarment.** As provided in 45 CFR 75.213, SUBGRANTEE and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
3. **Procurement.** While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring and Reporting Program Performance.** SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 75.342.

D. Duties as Pass-through Entity. In the event that SUBGRANTEE subgrants federal funds received under this Agreement to a subrecipient, SUBGRANTEE, as a pass-through entity, must follow the procedures and requirements specified in 2 CFR 200.331 and must perform duties, including but not limited to:

1. Inform each subrecipient of the proper identification of the federal awards received pursuant to 2 CFR 200.331(a)(1). When some of this information is not available, the SUBGRANTEE will provide the best information available to describe the federal award;
2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by OCTF or ODJFS and any subsequent pass-through entity;
3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations, and the provisions of contracts or subgrant agreements and that all performance goals are achieved;
4. Ensure that subrecipients expending \$750,000.00 or more in federal awards during the subrecipient's fiscal year have met the audit requirements of this Agreement for that fiscal year;
5. Determine whether its subrecipients spent federal assistance funds provided in accordance with applicable laws and regulations;
6. Issue a management decision on audit findings within 6 months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action;
7. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records;
8. Require each subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this section; and
9. Ensure that any subgrant agreement includes the approved indirect cost rate negotiated between the subrecipient and the federal government, or other indirect cost rate information as required.

ARTICLE IX. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this Subgrant and by executing this Agreement, SUBGRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE. SUBGRANTEE's certification of compliance with each of

these conditions is considered a material representation of fact upon which OCTF relied in entering into this Agreement:

- A. If at any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, OCTF will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE. Any funds the State of Ohio paid SUBGRANTEE for work performed before SUBGRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
1. **Federal Debarment Requirements.** SUBGRANTEE affirms that neither SUBGRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. SUBGRANTEE also affirms that within 3 years preceding this agreement neither SUBGRANTEE nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** SUBGRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period SUBGRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, SUBGRANTEE will immediately notify OCTF in writing and will immediately cease performance of all Subgrant activities.
 3. **Unfair Labor Practices.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE as having more than one unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, OCTF may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when SUBGRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
1. **Americans with Disabilities.** SUBGRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

2. **Fair Labor Standards and Employment Practices.**

- a. SUBGRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
- b. In carrying out this Agreement, SUBGRANTEE shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 45 CFR part 60.
- c. SUBGRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
- d. SUBGRANTEE will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.

3. **Ethics and Conflicts of Interest Laws.**

- a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2019-11D pertaining to ethics. SUBGRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
- b. SUBGRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of \$1,000.00 to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous 2 calendar years.
- c. SUBGRANTEE agrees to refrain from promising or giving to any OCTF employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE further agrees that it will not solicit any OCTF employee to violate ORC 102.03, 2921.42, or 2921.43.
- d. SUBGRANTEE agrees that SUBGRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Agreement. If SUBGRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. SUBGRANTEE further agrees that the person with the conflicting interest will not participate in any Subgrant activities until OCTF determines that participation would not be contrary to public interest.

4. **Lobbying Restrictions.**

- a. SUBGRANTEE affirms that no federal funds paid to SUBGRANTEE by OCTF through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. SUBGRANTEE further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Subgrant exceeds \$100,000.00, SUBGRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. SUBGRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 through 121.69.

5. **Child Support Enforcement.** SUBGRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable Sections of ORC Chapters 3119, 3121, 3123, and 3125.
6. **Pro-Child Act.** If any Subgrant activities call for services to minors, SUBGRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** SUBGRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. SUBGRANTEE will make a good faith effort to ensure that none of SUBGRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** SUBGRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, SUBGRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. SUBGRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors. In accordance with 2 CFR 200.321, SUBGRANTEE agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
 - a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Orders 2019-12D and 2022-02D and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. SUBGRANTEE further affirms that no services from or investments in Russian institutions or companies will be purchased under this Agreement.
 - b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, SUBGRANTEE must disclose:
 - (1) The location(s) where all services will be performed by SUBGRANTEE or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for SUBGRANTEE and all subcontractors.
 - c. SUBGRANTEE also affirms, understands, and agrees to immediately notify OCTF of any change or shift in the location(s) of services performed by SUBGRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
 - d. Termination, Sanction, Damages: OCTF is not obligated and shall not pay for any services provided under this Agreement that SUBGRANTEE or any of its subcontractors performed

outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and SUBGRANTEE shall immediately return to OCTF all funds paid for those services.

In addition, if SUBGRANTEE or any of its subcontractors perform any such services outside of the United States, OCTF may, at any time after the breach, terminate this Agreement for such breach, upon written notice to SUBGRANTEE. If OCTF terminates the Agreement, OCTF may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

11. **Combating Trafficking in Persons.** Pursuant to 22 USC 7104(g), of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104), see 2 CFR Part 175, this Agreement may be terminated without penalty if SUBGRANTEE or any subcontractor or subgrantee paid with Subgrant funds:
 - a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Agreement or any subcontracts or subgrants are in effect; or
 - b. Uses forced labor in the performance of activities under this Agreement or under any subcontracts or subgrants.
 - c. SUBGRANTEE agrees that it shall notify and require all of its subgrantees or subcontractors to notify, its employees of the prohibited activities.
 - d. OCTF has the right to immediately and unilaterally terminate this Agreement if any provision in this section is violated and OCTF may implement Section 106(g) of the TVPA.
12. **Civil Rights Assurance.** The SUBGRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.) and all provisions required by the implementing regulations of the U.S. Department of Health and Human Services (HHS). SUBGRANTEE shall require all entities with which it subgrants and contracts to incorporate this Section in all its agreements that are funded in whole or in part with funds from HHS.
13. **Clean Air Act and Federal Water Pollution Control Act.** SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and OCTF.
14. **Rights to Inventions.** If applicable, if any products or services provided under this Agreement meet the definition of "funding agreement" under 37 CFR 401.2(a), and SUBGRANTEE enters into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the SUBGRANTEE must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.
15. **Certification of Compliance.** SUBGRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** SUBGRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between OCTF or ODJFS and SUBGRANTEE. SUBGRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement.

SUBGRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

- B. **Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to SUBGRANTEE under ARTICLE III or the actual amount of direct damages incurred by any party whichever is less. SUBGRANTEE's sole and exclusive remedy for ODJFS or OCTF's failure to perform under this Agreement is an action in the Ohio Court of Claims, pursuant to ORC Chapter 2743, and subject to the limitations set forth in this ARTICLE. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by SUBGRANTEE are found to be infringing items of patent or copyright and the use or publication thereof is enjoined, SUBGRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of SUBGRANTEE under this section survive the termination of this Agreement, without limitation.
- D. **Liens.** SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against OCTF or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE in connection with this Agreement, OCTF or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE under this Agreement.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE VI. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by SUBGRANTEE's subcontractor(s) will be considered controllable by SUBGRANTEE, except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with OCTF in its discretion.
- F. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, OCTF as a pass-through entity evaluates SUBGRANTEE's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE agrees to comply with specific conditions and monitoring requirements posed by OCTF to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- G. **Counterpart.** This Agreement may be executed in one, or more than one counterpart and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE XI. CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial

decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

Signature Page Follows:

Remainder of page intentionally left blank

**OHIO CHILDREN'S TRUST FUND
SUBGRANT AGREEMENT**


SIGNATURE PAGE

G-2425-22-0220

THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE EXECUTIVE DIRECTOR OF THE OHIO CHILDREN'S TRUST FUND.

Fairfield County Board of County Commissioners

Ohio Children's Trust Fund


Authorized Signature


Nicole Sillaman, Executive Director

Steven Davis
Printed Name

8/28/2023
Date

August 22, 2023
Date

831 College Avenue, Suite C
Lancaster, Ohio 43130

30 East Broad Street, 30th Floor
Columbus, Ohio 43215

Prosecutor's Approval Page

Resolution No.

A resolution approving a subgrant agreement amendment for the Community Based Child Abuse Prevention Grant by and between the Fairfield County Board of Commissioners and the Ohio Children's Trust Fund for State Fiscal Year 2024 and State Fiscal Year 2025

(Fairfield County Family and Children First Council)

Approved as to form on 4/19/2024 2:52:26 PM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2024-04.23.k

A Resolution Approving a Sub Grant Agreement Amendment for the Community Based Child Abuse Prevention Grant by and between the Fairfield County Board of Commissioners and the Ohio Children's Trust Fund for State Fiscal Year 2024 and State Fiscal Year 2025

(Fairfield County Family and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2024-04.23.I

A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council

WHEREAS, the Fairfield County Commissioners advanced money into the Family, Adult, and Children First Council fund 7521 to cover operational expenses until grant reimbursements were received and;

WHEREAS, monies have been collected and deposited to make a portion of the repayment to the Fairfield County Commissioners;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1a. Request that the Fairfield County Auditor repay the following advance in the amount of \$20,000.00:

DEBIT: 8157 090001 MSY FCSS – Partial Repayment of Advance
\$20,000.00. (Fund 7521)

CREDIT: 1001 223000 General Fund Advances In - \$20,000.00

Prepared by: Morgan Fox, Fiscal Officer on behalf of FCFC.

Signature Page

Resolution No. 2024-04.23.I

A Resolution Authorizing the Approval of a Partial Repayment of an Advance to the General Fund from Fund #7521

(Fairfield County Family and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2024-04.23.m

A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council

WHEREAS, the Fairfield County Commissioners advanced money into the Family, Adult, and Children First Council fund 7521 to cover operational expenses until grant reimbursements were received and;

WHEREAS, monies have been collected and deposited to make a portion of the repayment to the Fairfield County Commissioners;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1a. Request that the Fairfield County Auditor repay the following advance in the amount of \$200,000.00:

DEBIT: 8160 090001 Help Me Grow – Early Intervention – Partial
Repayment of Advance \$200,000.00. (Fund 7521)

CREDIT: 1001 223000 General Fund Advances In - \$200,000.00

Prepared by: Morgan Fox, Fiscal Officer on behalf of FCFC.

Signature Page

Resolution No. 2024-04.23.m

A Resolution Authorizing the Approval of a Partial Repayment of an Advance to the General Fund from Fund #7521

(Fairfield County Family and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2024-04.23.n

A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council

WHEREAS, the Fairfield County Commissioners advanced money into the Family, Adult, and Children First Council fund 7521 to cover operational expenses until grant reimbursements were received and;

WHEREAS, monies have been collected and deposited to make a portion of the repayment to the Fairfield County Commissioners;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1a. Request that the Fairfield County Auditor repay the following advance in the amount of \$100,021.00:

DEBIT: 8280 090001 Peri Cluster - ADAMH – Partial Repayment of Advance \$100,021.00. (Fund 7521)

CREDIT: 1001 223000 General Fund Advances In - \$100,021.00

Prepared by: Morgan Fox, Fiscal Officer on behalf of FCFC.

Signature Page

Resolution No. 2024-04.23.n

A Resolution Authorizing the Approval of a Partial Repayment of an Advance to the General Fund from Fund #7521

(Fairfield County Family and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2024-04.23.o

A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council

WHEREAS, the Fairfield County Commissioners advanced money into the Family, Adult, and Children First Council fund 7521 to cover operational expenses until grant reimbursements were received and;

WHEREAS, monies have been collected and deposited to make a portion of the repayment to the Fairfield County Commissioners;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1a. Request that the Fairfield County Auditor repay the following advance in the amount of \$75,000.00:

DEBIT: 8307 090001 OCTF – MSY – Partial Repayment of Advance
\$75,000.00. (Fund 7521)

CREDIT: 1001 223000 General Fund Advances In - \$75,000.00

Prepared by: Morgan Fox, Fiscal Officer on behalf of FCFC.

Signature Page

Resolution No. 2024-04.23.o

A Resolution Authorizing the Approval of Partial Repayment of an Advance to the General Fund from Fund #7521

(Fairfield County Family and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

WHEREAS, FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

71700300- 434410 Reimbursement - \$192.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs.

Memo expenditure as referenced in supporting documentation:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$192.00

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department

Signature Page

Resolution No. 2024-04.23.p

A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates Paid to Fairfield County Health Departments as a Memo Expenditure for Fund #2072 Public Children's Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Louise Shropshire Corporation The Ranch.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with The Louise Shropshire Corporation The Ranch. 6356 Sauterne Ct., Hamilton, OH 45011 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this agreement shall be effective February 1st, 2024 through January 31st, 2025; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for The Louise Shropshire Corporation The Ranch.

Prepared by: Brandi Downhour
cc: JFS / Budget Manager

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

and

The Louise Shropshire Corporation The Ranch, hereinafter "Provider", whose address is:

The Louise Shropshire Corporation The Ranch
6356 Sauterne Ct
Hamilton, OH 45011

Collectively the "Parties".

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RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **02/01/2024** through **01/31/2025**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for _____ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal

[RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.

- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#) [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).
- Emergency situations include but are not limited to the following:
1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse / Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the

30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.

- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.

- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a

notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.

- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the

Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.

- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the

Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.

2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
1. Ensure the security and confidentiality of data;
 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:

- a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
 - J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
 - K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
 ATTN: Licensing
 P.O. Box 183204
 Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider’s license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered

in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a

written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to
Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

if to Provider, to
The Louise Shropshire Corporation The Ranch
6356 Sauterne Ct
Hamilton, OH 45011

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.

- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
 - 1. Additional insured endorsement;
 - 2. Product liability;
 - 3. Blanket contractual liability;
 - 4. Broad form property damage;
 - 5. Severability of interests;
 - 6. Personal injury; and
 - 7. Joint venture as named insured (if applicable).Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
 - 1. Additional insured endorsement;
 - 2. Pay on behalf of wording;

3. Concurrency of effective dates with primary;
4. Blanket contractual liability;
5. Punitive damages coverage (where not prohibited by law);
6. Aggregates: apply where applicable in primary;
7. Care, custody and control – follow form primary; and
8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.

10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
 4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:

- a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
- a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(l\)](#), as follows:
- a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall

make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123,](#) and [3125.](#)

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042.](#) Such statement shall affirm under oath that the person with whom the Agreement 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 the statement shall also set forth the amount of such due and unpaid delinquent taxes 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 days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid

or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article
Section: Article I - Scope of Placement Services
Detail: Article I
SECTIONS 1.02 & 1.03, References to Exhibit I
Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

Attachment Two.

Reason: Article
Section: Article V - Provider Responsibilities
Detail: Article V
ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:
For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.
For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

Attachment Three.

Reason: Article
Section: Article VIII - Reimbursement for Placement Services
Detail: Article VIII
ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250.00 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

Item F

Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7889 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7889 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: The Louise Shropshire Corporation The Ranch

Print Name & Title	Signature	Date
Nakia L Shropshire Swint Owner		02/27/2024

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Fairfield County Department of Job and Family Services
 Provider / ID: The Louise Shropshire Corporation The Ranch / 28819657

Run Date: 02/22/2024
 Contract Period: 02/01/2024 - 01/31/2025

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Group Home	7669466			\$375.00	\$50.00							\$425.00	02/01/2024	01/31/2025



**A Contract regarding The Louise Shropshire Corp dba The Ranch between
Job and Family Services and**

Approved on 4/2/2024 9:20:31 AM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 4/2/2024 12:41:56 PM by Corey Clark, Director of Fairfield County
Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services



Cease Using the Entity Management API for Reps and Certs Information
[Show Details](#)
Dec 13, 2023



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Entity Validation Processing [Show Details](#)
Feb 22, 2024



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All Words

e.g. 1606N020Q02

Select Domain
All Domains



Filter By




Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search

Search Editor

Any Words 

All Words 

Exact Phrase 

e.g. 1606N020Q02

"Mary Hill Youth and Family Center" 

"The Louise Shropshire Corporation The Ranch" 

Federal Organizations



Status



- Active
- Inactive

Reset



No matches found

Your search did not return any results.

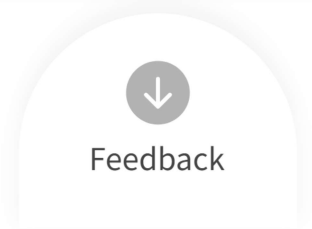
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01.2018

COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24003697 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

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NAKIA LOUISE SHROPSHIRE SWINT
THE LOUISE SHROPSHIRE
CORPORATION-THE RANCH
6356 SAUTERNE DRIVE
HAMILTON, OH 45011

**S
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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		4001	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
03/20/2024	18176		JOB & FAMILY SERVICES
NOTES			

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$8,000.00	\$8,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$8,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 03/20/2024

Carri L. Brown

Auditor Fairfield County, OH

Total Ext. Price	\$8,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$8,000.00

Vendor Copy



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **The Louise Shropshire Corporation**
Date: **2/28/2024 3:59:30 PM**

This search produced the following list of **13** possible matches:

Name/Organization	Address
Carothers, Joe	32 CR 8
Church of The Lion of Judah	4001 Foskett Road
Legacy Academy for Leaders and the Arts	1812 Oak Hill Avenue
Northern Ohio Rural Water Board Members	
Southern Ohio Academy	522 Glenwood Ave
The Capella High School	4721 Reading Road
The Harte School	350 Columbus City Center Drive
The Haynes Group, Inc.	3897 E. 155th St.
The Haynes Group, Inc.	3897 E. 155th Street
The International Preparatory School	1301 East 9th Street, Suite 1900
The Perry Foundation	579 Valley Oak
Theodore Roosevelt Public Community School	c/o Richland Academy 75 North Walnut Street
Village of Bethel Mayor's Court	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

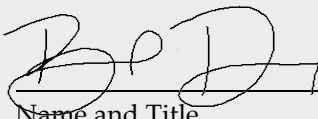
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by the Ohio Revised Code, by selecting one of the boxes below.

- A. Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
1. Under \$50,000
 2. State Term #: _____ (copy of State Term Contract must be attached)
 3. ODOT Term #: _____ (See R.C. 5513.01)
 4. Professional Services (See R.C. 307.86)
 5. Emergency (Follow procedure under ORC 307.86(A))
 6. Sole Source (attach documentation as to why contract is sole source)
 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. Obtained 3 quotes for purchases under \$50,000
 4. Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

01.2018

COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

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Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Louise Shropshire Corporation The Ranch.

(Fairfield County Job and Family Services)

Approved as to form on 4/18/2024 1:31:52 PM by Steven Darnell,

Signature Page

Resolution No. 2024-04.23.q

A Resolution Authorizing the Approval of a Service Agreement by and between
Fairfield County Job & Family Services, Child Protective Services Division and The Louise
Shropshire Corporation, The Ranch

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Sojourners Care Network.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Sojourners Care Network, 31860 Claypool Hollow Rd., McArthur, OH 45651 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this agreement shall be effective January 1st, 2024 through December 31st, 2024; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Sojourners Care Network.

Prepared by: Brandi Downhour
cc: JFS / Budget Manager

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

and

Sojourners Care Network, hereinafter "Provider", whose address is:

Sojourners Care Network
31860 Claypool Hollow Rd
Mc Arthur, OH 45651

Collectively the "Parties".

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Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
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ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
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ARTICLE VI.	AGENCY RESPONSIBILITIES
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ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
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ARTICLE XXXIII.	APPLICABLE LAW AND VENUE
ATTACHMENTS TO THIS AGREEMENT	

RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter 5153 for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5153.16 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **01/01/2024** through **12/31/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for _____ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse / Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it

- will not have sufficient funds to enable it to make all payments due hereunder during such period; and
3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 2. Billing date and the billing period.
 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 4. Admission date and discharge date, if available.
 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may

agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.

- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize

costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying

information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the

Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.

- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the

extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost

principles set forth in the following OAC Sections and publications:

1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
4. JFS 02911 Single Cost Report Instructions.
5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to
Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

if to Provider, to
Sojourners Care Network
31860 Claypool Hollow Rd
Mc Arthur, OH 45651

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should

any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency

before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(l) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

Article XXIV. FINDINGS FOR RECOVERY

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement 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 the statement shall also set forth the amount of such due and unpaid delinquent taxes 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 days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of

the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article
Section: Article I - Scope of Placement Services
Detail: Article I
SECTIONS 1.02 & 1.03, References to Exhibit I
Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

Attachment Two.

Reason: Article
Section: Article V - Provider Responsibilities
Detail: Article V
ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:
For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.
For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

Attachment Three.

Reason: Article
Section: Article VIII - Reimbursement for Placement Services
Detail:
Article VIII
ITEM B
Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the

placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250.00 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

Item F

Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

- A. The Service Provider will contact the Finance Department at (740)652-7889 for assistance with resolving Medicaid/insurance number issues.
- B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7889 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.
- C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is

paid within 45 days, and is made aware in advance if this is not possible.

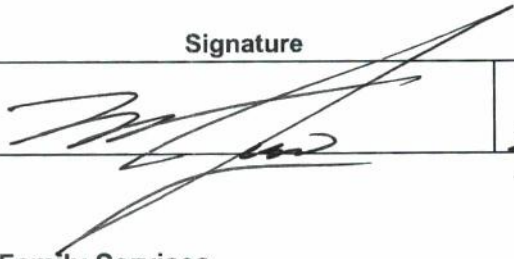
FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to, Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: Sojourners Care Network

Print Name & Title	Signature	Date
<i>MARCUS GRANES, Co-Ex. Director</i>		<i>2/6/2024</i>

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

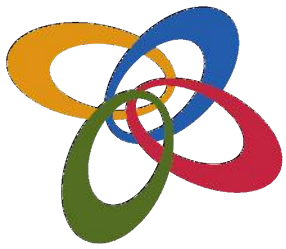
Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Fairfield County Department of Job and Family Services
 Provider / ID: Sojourners Care Network / 24495

Run Date: 02/02/2024
 Contract Period: 01/01/2024 - 12/31/2024

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Family Foster Care (30265)- FFH	81259		\$37.14	\$22.75	\$6.06	\$0.90	\$0.91	\$0.49		\$0.57	\$68.82	01/01/2024	12/25/2024
Treatment Foster Care (30195)- Excpt Need	295633		\$52.00	\$51.00	\$8.49	\$1.25	\$1.27	\$0.68		\$0.80	\$115.49	01/01/2024	01/31/2024
Treatment Foster Care (30195)- Spec Need	391660		\$52.00	\$31.86	\$8.49	\$1.25	\$1.27	\$0.68		\$0.80	\$96.35	01/01/2024	12/31/2024



A Contract regarding Sojourners Care Network between Job and Family Services and

Approved on 2/5/2024 12:11:38 PM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 2/12/2024 9:32:37 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services



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- All Words i
- Exact Phrase i

e.g. 1606N020Q02

- "Caregivers Helper" x
- "Ohio Guidestone" x
- "Sojourners Care Network" x
- "Sojourners Care Network" x

Federal Organizations

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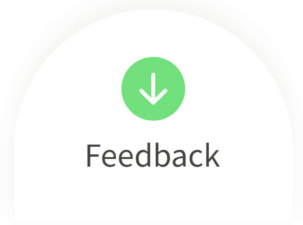
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Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Sojourners Care Network**
Date: **2/5/2024 7:05:08 AM**

This search produced the following list of **0** possible matches:

Name/Organization	Address
-------------------	---------

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

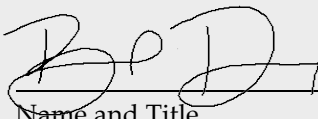
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by the Ohio Revised Code, by selecting one of the boxes below.

- A. Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
1. Under \$50,000
 2. State Term #: _____ (copy of State Term Contract must be attached)
 3. ODOT Term #: _____ (See R.C. 5513.01)
 4. Professional Services (See R.C. 307.86)
 5. Emergency (Follow procedure under ORC 307.86(A))
 6. Sole Source (attach documentation as to why contract is sole source)
 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. Obtained 3 quotes for purchases under \$50,000
 4. Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

01.2018

COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24002743 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

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SOJOURNERS CARE NETWORK
31860 CLAYPOOL HOLLOW RD
MCARTHUR, OH 45651

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
740-596-1117	740-596-7134	2920		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
02/05/2024	3163	02/05/2024		JOB & FAMILY SERVICES
NOTES				

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$20,000.00	\$20,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$20,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 02/05/2024

Carri L. Brown

Auditor Fairfield County, OH

Total Ext. Price	\$20,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$20,000.00

Vendor Copy

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Sojourners Care Network.

(Fairfield County Job and Family Services)

Approved as to form on 4/18/2024 1:29:54 PM by Steven Darnell,

Signature Page

Resolution No. 2024-04.23.r

A Resolution Authorizing the Approval of a Service Agreement by and between
Fairfield County Job & Family Services, Child Protective Services Division and Sojourners
Care Network

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Willow Branches of Healing.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Willow Branches of Healing, 5095 Lower Bloomfield Rd., New Concord, OH 43762; and

WHEREAS, the purpose of the service agreement is to provide network placement and related services for children who are in the care and custody of the agency; and

WHEREAS, this agreement shall be effective January 1st, 2024 through December 31st, 2024; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Willow Branches of Healing.

Prepared by: Brandi Downhour
cc: JFS / Budget Manager

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

and

Willow Branches Of Healing, hereinafter "Provider", whose address is:

Willow Branches Of Healing
5095 Lower Bloomfield Rd
New Concord, OH 43762

Collectively the "Parties".

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RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **01/01/2024** through **12/31/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for _____ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e.,transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#), [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
 - 2. Child Alleging Physical or Sexual Abuse / Neglect;
 - 3. Death of Child;
 - 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 - 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 - 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 - 7. School Expulsion / Suspension (formal action by school);
 - 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 - 9. Victim of assault, neglect, physical or sexual abuse; and
 - 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
- 1. When physical restraint is used/applied; and
 - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 2. To comply with the medical consent process as identified by Agency;
 3. Only the Agency can give permission for the administering or change (addition or elimination) of

- psychotropic medication and its ongoing management; and
4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7)

calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.

- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

1. Ensure the security and confidentiality of data;
 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:
- ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or

Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered

in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written

Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

if to Provider, to Willow Branches Of Healing
5095 Lower Bloomfield Rd
New Concord, OH 43762

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).

- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
 - 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
 - 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 - 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
 - 4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
 - 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
 - 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(l\)](#) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123,](#) and [3125](#).

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement 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 the statement shall also set forth the amount of such due and unpaid delinquent taxes 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 days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article

Section: Article I - Scope of Placement Services

Detail: Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

Attachment Three.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

Detail: Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at

the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250.00 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

Item F

Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7889 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7889 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.


FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: Willow Branches Of Healing

Print Name & Title	Signature	Date
Lillian Arena Owner/Administrator		1-24-2024

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Fairfield County Department of Job and Family Services
 Provider / ID: Willow Branches Of Healing / 22899303

Run Date: 11/16/2023
 Contract Period: 01/01/2024 - 12/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Holmes Road House (20970)	7652663			\$290.00	\$30.00							\$320.00	01/01/2024	12/31/2024
Main Street House (20900)	7259663			\$290.00	\$30.00							\$320.00	01/01/2024	12/31/2024
Otsego House (20953)	7643313			\$290.00	\$30.00							\$320.00	01/01/2024	12/31/2024



A Contract regarding Willow Branches of Healing between Job and Family Services and

Approved on 2/5/2024 12:12:01 PM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 2/5/2024 3:13:02 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services



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- Exact Phrase i

e.g. 1606N020Q02

"Caregivers Helper"	×
"Ohio Guidestone"	×
"Sojourners Care Network"	×
"Sojourners Care Network"	×
"Willow Branches of Healing"	×

Federal Organizations

Enter Code or Name ▼



Status

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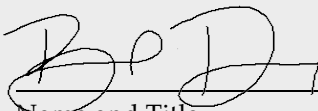
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ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by the Ohio Revised Code, by selecting one of the boxes below.

- A. Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
1. Under \$50,000
 2. State Term #: _____ (copy of State Term Contract must be attached)
 3. ODOT Term #: _____ (See R.C. 5513.01)
 4. Professional Services (See R.C. 307.86)
 5. Emergency (Follow procedure under ORC 307.86(A))
 6. Sole Source (attach documentation as to why contract is sole source)
 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. Obtained 3 quotes for purchases under \$50,000
 4. Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Willow Branches of Healing**
Date: **2/5/2024 7:16:10 AM**

This search produced the following list of **18** possible matches:

Name/Organization	Address
Wilcoxon, Roger	Route 1, Box 370
Willard, Wilson	
Willard III, Wilson	
Williams, Carlana	2062 Newbury Drive
Williams, Chris	5176 Benton Rd.
Williams, Christa	770 Spiegel CT, Apt 1H
Williams, Claudette	16675 Concept Drive
Williams, Derrick	5133 Well Fleet Drive
Williams, Donna	237 Maple St.
Williams, Kecia	12020 Elkridge Drive
Williams, Kecia	2800 Liberty Ellerton Road
Williams, Kristy	c/o Ohio Reformatory for Women
Williams, Monica	
Williamson, Arthur	58 West Neff Ave, Apt A
Willis, Jamal	1325 Lindy Ave.
Wilson, Stephanie	9476 SR 329
Wilson, Phyllis	137 Russel Ave.
Wilson, Gehni	11637 Elder Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

01.2018

COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24001328 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

**B
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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

**V
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WILLOW BRANCHES OF HEALING
329 MAIN STREET
PLEASANT CITY, OH 43772

**S
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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
740-685-7885		1405	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
01/01/2024	14599	01/01/2024	JOB & FAMILY SERVICES
NOTES			

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$20,000.00	\$20,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$20,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2024

Carri L. Brown

Auditor Fairfield County, OH

Total Ext. Price	\$20,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$20,000.00

Vendor Copy

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Willow Branches of Healing.

(Fairfield County Job and Family Services)

Approved as to form on 4/18/2024 1:34:30 PM by Steven Darnell,

Signature Page

Resolution No. 2024-04.23.s

A Resolution Authorizing the Approval of a Service Agreement by and between
Fairfield County Job & Family Services, Child Protective Services Division and Willow
Branches of Healing

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Youth Advocate Services

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Youth Advocate Services, 2323 W. 5th Ave. 150, Columbus, OH 43204; and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this agreement shall be effective January 1st, 2024 through December 31st, 2024; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Youth Advocate Services.

Prepared by: Brandi Downhour
cc: JFS / Budget Manager



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e.g. 1606N020Q02

"BDM Sisters Group Home" ×

"Youth Advocate Services" ×

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(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Youth Advocate Services**
Date: **12/28/2023 2:04:03 PM**

This search produced the following list of **6** possible matches:

Name/Organization	Address
Me 2 You	5453 Aspen Road
Somali American Youth	5732 Pine Tree St. W Apt. G
Somali Bantu (Youth Community of Ohio)	3823 Sullivant Avenue
Young, Rene	6874 Goshen Road
Youth Empowerment	1500 West 3rd Street
Youth for a Positive Vision	5545 North Marginal Road, Suite 518

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

and

Youth Advocate Services, hereinafter "Provider", whose address is:

Youth Advocate Services
2323 W 5th Ave 150
Columbus, OH 43204

Collectively the "Parties".

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RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **01/01/2024** through **12/31/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for _____ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#), [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse / Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 2. To comply with the medical consent process as identified by Agency;
 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it

- will not have sufficient funds to enable it to make all payments due hereunder during such period; and
3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 2. Billing date and the billing period.
 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 4. Admission date and discharge date, if available.
 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may

agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.

- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize

costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying

information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the

Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.

- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the

extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost

principles set forth in the following OAC Sections and publications:

1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
4. JFS 02911 Single Cost Report Instructions.
5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to
Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

if to Provider, to
Youth Advocate Services
2323 W 5th Ave 150
Columbus, OH 43204

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should

any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency

before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(l\)](#), as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123](#), and [3125](#).

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement 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 the statement shall also set forth the amount of such due and unpaid delinquent taxes 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 days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of

the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article

Section: Article I - Scope of Placement Services

Detail:

Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

Attachment Three.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

Detail: Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250.00 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

Item F

Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7889 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7889 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.


FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: Youth Advocate Services

Print Name & Title	Signature	Date
Sarah Steuer, CEO		1/22/2024

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Fairfield County Department of Job and Family Services
 Provider / ID: Youth Advocate Services / 24311

Run Date: 01/19/2024
 Contract Period: 01/01/2024 - 12/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Intermediate Program - Exceptional 1 (30200)-FFH	391693			\$49.85	\$52.00							\$101.85	01/01/2024	12/31/2024
Intermediate Program - Exceptional 1 (30200)-FFH	391693			\$74.85	\$52.00							\$126.85	01/01/2024	12/31/2024
Intermediate Program - Exceptional 1 (30200)-FFH	391693			\$93.85	\$52.00							\$145.85	01/01/2024	12/31/2024
Intermediate Program - Exceptional 2 (30201)-FFH	391694			\$73.03	\$73.00							\$146.03	01/01/2024	12/31/2024
Intermediate Program - Exceptional 2 (30201)-FFH	391694			\$98.03	\$73.00							\$171.03	01/01/2024	12/31/2024
Intermediate Program - Exceptional 2 (30201)-FFH	391694			\$117.03	\$73.00							\$190.03	01/01/2024	12/31/2024

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Fairfield County Department of Job and Family Services
 Provider / ID: Youth Advocate Services / 24311

Run Date: 01/19/2024
 Contract Period: 01/01/2024 - 12/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Intermediate Program - Exceptional 2 (30201)-FFH	391694			\$200.00	\$68.80							\$268.80	01/01/2024	12/31/2024
Intermediate Program - Special (30199)-FFH	391690			\$43.23	\$48.00							\$91.23	01/01/2024	12/31/2024
Intermediate Program - Special (30199)-FFH	391690			\$68.23	\$48.00							\$116.23	01/01/2024	12/31/2024
Intermediate Program - Special (30199)-FFH	391690			\$87.23	\$48.00							\$135.23	01/01/2024	12/31/2024
Intermediate Program - Traditional (30045)-FFH	391689			\$33.47	\$27.00							\$60.47	01/01/2024	12/31/2024
Intermediate Program - Traditional (30045)-FFH	391689			\$77.47	\$27.00							\$104.47	01/01/2024	12/31/2024

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Fairfield County Department of Job and Family Services
 Provider / ID: Youth Advocate Services / 24311

Run Date: 01/19/2024
 Contract Period: 01/01/2024 - 12/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Intermediate Program - Traditional (30045)-FFH	391689			\$83.47	\$27.00							\$110.47	01/01/2024	12/31/2024



A Contract regarding Youth Advocate Services between Job and Family Services and

Approved on 1/24/2024 4:37:09 PM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 1/25/2024 8:44:10 AM by Corey Clark, Director of Fairfield County Job & Family Services

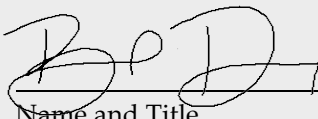
Corey Clark, Director
Fairfield County Job & Family Services

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by the Ohio Revised Code, by selecting one of the boxes below.

- A. Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
1. Under \$50,000
 2. State Term #: _____ (copy of State Term Contract must be attached)
 3. ODOT Term #: _____ (See R.C. 5513.01)
 4. Professional Services (See R.C. 307.86)
 5. Emergency (Follow procedure under ORC 307.86(A))
 6. Sole Source (attach documentation as to why contract is sole source)
 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. Obtained 3 quotes for purchases under \$50,000
 4. Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

01.2018

COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

REPRINT

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **23000355 - 11**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

**B
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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 011

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NATIONAL YOUTH ADVOCATE
PROGRAM INC
1801 WATERMARK DR STE 200
COLUMBUS, OH 43215

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
614-487-8758		374		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2023	5231			JOB & FAMILY SERVICES
NOTES				

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$514,759.64	\$514,759.64

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$514,759.64 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2023

Carri L. Brown

Auditor Fairfield County, OH

Total Ext. Price	\$514,759.64
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$514,759.64

Vendor Copy

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between
Fairfield County Job & Family Services, Child Protective Services Division and Youth Advocate
Services

(Fairfield County Job and Family Services)

Approved as to form on 4/18/2024 2:21:05 PM by Steven Darnell,

Signature Page

Resolution No. 2024-04.23.t

A Resolution Authorizing the Approval of a Service Agreement by and between
Fairfield County Job & Family Services, Child Protective Services Division and Youth Advocate
Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution Regarding an Agreement between the Fairfield County Board of Commissioners and the Fairfield County Park District (FCPD) for a Loan for Contractual Services Related to the Two Glaciers Wetland Restoration Project and an H2Ohio Statewide Wetland Grant

WHEREAS, this agreement is made by and between the Fairfield County Board of Commissioners and the FCPD; and

WHEREAS, the purpose of this agreement memorialize the understanding of the parties regarding the loaning of funds, not to exceed \$500,000.00 from Fairfield County to the FCPD; and

WHEREAS, The FCPD will submit a claim for reimbursement for the Two Glaciers Wetland Restoration Project from the H2Ohio Grant Award agreement executed between ODNR and FCPD on November 28, 2023; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form; and

NOW THEREFORE, BE IT APPROVED BY BOARD OF COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. This agreement made by and between the Fairfield County Board of Commissioners and the Fairfield County Park District for a loan of funds not to exceed \$500,000.00 is hereby approved.

Prepared by: Rochelle Menningen

AGREEMENT

This Agreement is entered into as of the date set forth below between the Fairfield County Park District (FCPD), a park district established pursuant to Ohio Revised Code Chapter 1545, and the Board of Fairfield County Commissioners (the County), a political subdivision of the State of Ohio.

Section 1. Purpose of the Agreement

- 1.01. This Agreement is entered into pursuant to the authority granted by Ohio Revised Code Section 307.15 whereby the County can enter into an agreement with FCPD to exercise any power, perform any function, or render any service that the FCPD is itself otherwise empowered by law to take.
- 1.02. The FCPD was awarded a grant from H2Ohio Statewide Wetland Grant Program as administered by the Ohio Department of Natural Resources (ODNR) in the amount of \$1,070,000 for its Two Glaciers Wetland Restoration Project.
- 1.03. As the H2Ohio grant award is a reimbursement grant, FCPD may need the County to advance funds to FCPD in order for FCPD to request reimbursement under its H2Ohio Grant Award.
- 1.04. This Agreement memorializes the understanding of the parties regarding the County's loaning of funds to FCPD for the purposes of this grant and FCPD's reimbursing those funds to the County.

Section 2. Duties to be undertaken by the parties.

- 2.01. Upon request of the FCPD, the County agrees to loan funds in an amount not to exceed \$500,000.00 to the FCPD for contractual services related to the Two Glaciers Wetland Restoration Project.
- 2.02. If the County makes a loan to the FCPD under Section 2.01, the FCPD shall submit a claim for reimbursement to ODNR pursuant to the terms set forth in the H2Ohio Grant Award Agreement executed on November 28, 2023.
- 2.03. Upon receipt of grant funds from ODNR, FCPD shall reimburse the County for funds previously loaned to FCPD for the Two Glaciers Wetland Restoration Project.
- 2.04. FCPD shall be responsible for all projects related to the Two Glaciers Wetland Restoration Project under its H2Ohio grant award and no liability shall be imputed to the County as a result of this Agreement.

Section 3. General matters

- 3.01. This Agreement shall be governed by the laws of the State of Ohio.

- 3.02. This Agreement constitutes the entire written understanding of the parties. It may not be contradicted by any oral representations not set forth herein. This Agreement may be modified only in writing, by mutual agreement of the parties.
- 3.03. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof any third-party beneficiary rights hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
- 3.04. By signing this Agreement, the signatories represent that they are duly authorized by the entity they represent to execute this Agreement, and that the entity has agreed to be bound by all its provisions.

SIGNATURES ON FOLLOWING PAGE
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

In consideration whereof, the parties have affixed their signatures hereto with intent to be fully bound as of the dates indicated.

FAIRFIELD COUNTY PARK DISTRICT

THE BOARD OF FAIRFIELD COUNTY
COMMISSIONERS

By: Marcy Blum

By: _____

Title: Director

Title: _____

Date: 4-15-24

Date: _____

Prosecutor's Approval Page

Resolution No.

A Resolution Regarding an Agreement between the Fairfield County Board of Commissioners and the Fairfield County Park District (FCPD) for a Loan for Contractual Services Related to the Two Glaciers Wetland Restoration Project and an H2Ohio Statewide Wetland Grant

(Fairfield County Commissioners)

Approved as to form on 4/17/2024 5:16:30 PM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio



Ohio Department of
NATURAL RESOURCES

H2Ohio

H2Ohio Wetland Grant Program Information and Application



Fairfield County Park District
Two Glaciers Wetlands

2023

Application Deadline: August 25th, 2023

APPLICATION FORM 1

General Project Information

Classification of Project Applicant (Check One)

- City, Village County Not-for-Profit (501-C3)
 Township Park District Conservancy District
- Other (Specify)

Name of Agency/Organization

Address, City, State, Zip Code

<input type="text" value="Marcey Shafer"/>	<input type="text" value="Director"/>
--	---------------------------------------

Agency/Organization Contact Person

Title

<input type="text" value="mshafer@fairfieldcountyparks.org"/>	<input type="text" value="614.321.4833"/>
---	---

E-mail address

Phone Number

Federal Tax ID Number

Ohio Shared Services Supplier ID (if applicable)

FORM 1 Continued

Project Title:

Two Glaciers Wetland Restoration

Project Type: *(wetland creation, wetland restoration, floodplain restoration, etc.)*

Wetland Creation, Floodplain Restoration, Bank Stabilization

Location (County, Watershed):

Fairfield, Mouth Clear Creek & Headwaters Clear Creek

12-digit Hydrologic Unit Code:

050302040302 & 050302040301

GIS Coordinates: *(decimal degrees)* –

39.614745, -82.673441

Total Funding Request: (\$)

Phase 1: \$360,000 | Phase 2: \$710,000 | Total: \$1,070,000

Overview: *Limit project description to 3-4 paragraphs. List primary and secondary benefits*

Site Overview
Fairfield County Park District’s mission statement is “to protect and conserve natural and historical features of Fairfield County and inspire outdoor exploration.” Two Glaciers was acquired by three separate purchases, two in 2005 and a third in 2022 to bring the park to approximately 363 acres of contiguous agricultural, forested, and riparian lands along Clear Creek, ~7 miles from downtown Lancaster, OH. Two Glaciers is the largest park owned by the Park District and contains the Johnson and Hannaway Covered Bridges. A park master plan was developed in 2020 depicting future park infrastructure such as parking lots, shelter houses, restrooms, overlook areas, hiking trails, and multiuse trails to highlight future restoration efforts. Since the acquisition, Fairfield County Park District has teamed up with The Nature Conservancy and USFWS in establishing a mitigation area, and multiple planted prairies. Converting historical agricultural fields into a floodplain wetland complex adjacent to Clear Creek and Muddy Prairie Run is a critical part of the Master Plan to re-establish a diverse and native habitat in an area dominated by agriculture. The Park District has been in contact with Dirt Artisans who are a sustainable trail contractor who visited Two Glaciers and made trail maps (Attachment I). They are highly recommended members of the Professional Trail Builders Association. They have provided recommendations on future trails that are sustainable for habitat creation as well as site visibility.

FORM 1 Continued

Description of Project

It is proposed through this application that ~33 acres of wetland will be constructed along the banks of Clear Creek and confluence of Muddy Prairie Run (Attachment I). This will be divided into 2 phases with the first one focused around the confluence of Clear Creek and Muddy Prairie Run.

(Phase I)

Phase I is located at the confluence of Clear Creek and Muddy Prairie Run in a low laying area that has historically been farmed. Nutrient laden water will enter an ~9.0-acre floodplain wetland complex from the northern bank of Clear Creek and the western banks of Muddy Prairie Run where it will encounter a series of deeper water pools. This will help slow floodwaters and settle from flooding events. From there it will meander through a series of shallow marsh platforms (1' – 2' deep) with interspersed deep-water zones (4' – 6') targeted to increase residence time and achieve both nutrient and sediment reductions. Flow will reach the southeast corner of the wetland complex where it will encounter a final deep-water area before re-entering Clear Creek, flowing east until it reaches its confluence with the Hocking River. The Hocking River then continues south until it meets with the Ohio River in Hockingport, OH.

(Phase II)

Phase II is located upstream and downstream of Phase I along low-lying agricultural fields on the banks of Clear Creek. These areas would be restored in a similar manner to the wetland complex in Phase I. This phase has the potential to create ~24.0 acres of riparian wetlands that would be effective in filtering nutrients and sediment of the Clear Creek watershed during flood events.

Project Benefits

Once complete, the main benefits of the project will be the reduction in nutrient and sediment loading within Clear Creek and Muddy Prairie Run. Estimated reductions for both phases of the project are estimated to be 1,703.97 lbs. of nitrogen, 802.48 lbs. of phosphorus, and 422.29 tons of sediment per year. Phase I and Phase II estimates are shown in the Total Load Reduction Estimates section below. The construction of the wetland habitat will become an integral part of Two Glaciers Park and public access will be provided through the construction of trails, boardwalks, and overlook trails with educational plaques. Secondary benefits will include:

- Creation of aquatic and native habitat for various waterfowl, wildlife, and aquatic species.
- Research opportunities.
- Educational programs.
- Passive recreation including birdwatching and hiking.
- Downstream water quality improvements.

FORM 1 Continued

Project Details

Scope	Details
Other Project Partners:	
Project property ownership: (private, NGO, public)	Public
Party responsible for future maintenance:	Fairfield County Park District
Funding source for future maintenance:	Fairfield County Park District General Fund
Supplemental (non-H2O) funds available:	

Impact	Details
Total site area (acres):	363 acres (Two Glaciers Park)
Total Restored Project area (acres, linear feet):	Phase 1: ~12.0 acres Phase 2: ~48.0 acres
Total amount of wetlands/stream created or restored (AC,LF)	Phase 1: ~9.0 acres Phase 2: ~24.0 acres
Contributing watershed drainage area:	59.2 square miles

Total Load Reduction Estimates	
Provide load reduction estimates for the proposed project utilizing the applicable pollutants listed below with only the units of measurement provided. The total estimate is a sum of all practices described in the project proposal and their estimated load reductions. Write N/A if pollutant does not apply.	
Nitrogen (pounds/year): P1: 378.51 P2: 1,325.46	Metals (pounds/year):
Phosphorus (pounds/year): P1: 178.3 P2: 624.18	Acid (pounds/year):
Sediment (tons/year): P1: 93.83 P2: 328.46	Iron Loadings (pounds/year):
Load Reduction Model Used (check appropriate box)	
<input type="checkbox"/> STEPL <input checked="" type="checkbox"/> PLET <input type="checkbox"/> Region 5 <input type="checkbox"/> Other (specify):	

Timelines	Dates
Estimated start to finish (years):	January 2024 - December 2025
Earliest project start date upon contract executed (If contract is signed in December 2023):	January 2024
Engineering and Design: (needed, in progress, completed)	Needed
Permitting: (needed, in progress, completed)	Needed
Expected construction start date (If contract is signed in December 2023):	October 2024*

Scope of Work, Deliverables and Timeline

Instructions for completing the scope of work are provided in italicized font. Item headers are provided in bold text. Tasks and Deliverables included here are provided as a template and should be customized to fit your project.

Specific tasks include the following: *Please note that a few sentences to a paragraph of elaboration on each point below is acceptable.*

Task 1 – Conceptual Design:

Deliverable 1 – Articulates the above task as a deliverable item.

FORM 1 Continued

A preliminary design developed for the proposed wetland creation and floodplain restoration can be found in Attachment I. This has included an evaluation of existing wetland complexes within Ohio and surrounding states, their effectiveness at nutrient and sediment removal, and hydraulic capacity. This project has been broken into a 2-phase approach where both phases are complete standalone projects.

Task 2- Engineering and Design: *Explain who you will be working with to complete engineering and design, i.e. contracting with an outside firm, completing in house, etc.?*

Deliverable 2 – *Final plan set, endorsed by a professional engineer, etc.*

Final design of the proposed wetland, including the inlet and outlet structures will be required to be developed in the form of final design drawings and specifications. Fairfield County Park District will perform a qualifications-based selection of an outside professional engineering firm experienced in the design of treatment wetlands and knowledgeable of existing site hydrology in order to develop these final design documents. The selected firm will confirm existing nutrient loadings within Clear Creek and Muddy Prairie Run to confirm the primary nutrient(s) of concern and advance the conceptual design attached to this summary to a 100 percent set of design plans and specifications including site location, grading, utility, and planting plans; details of instream structures and the construction sediment and erosion control measures that will be required to be implemented. The final design concept will be based on the confirmed nutrient loads and target the identified loading with the proper mix of shallow and deep wetland pools.

Task 3 – Permitting: *Please outline permits needed. For example: Ohio EPA Section 401 Water Quality Certification, US Army Corps of Engineers Section 404 Permit, State Historic Preservation Office Section 106 review*

Grantees are responsible for securing all necessary permits. Coordination with federal, state, and local permitting agencies on all H2Ohio projects is required. It is recommended that conceptual design plans be coordinated early with the following agencies to understand permitting requirements, permitting timelines, and to adjust project for avoidance/minimization measures:

- State Historical Preservation Office (SHPO),
- Ohio Environmental Protection Agency (Ohio EPA) 401 Water Quality Certification and Isolated Wetland Permitting Section,
- ODNR Office of Real Estate – Environmental Review Services Section,
- U.S. Army Corps of Engineers (appropriate regulatory district),
- U.S. Fish and Wildlife – Ohio Ecological Services Field Office,
- and local municipalities for floodplain permits.

Early and often project coordination with regulatory agencies will save application processing time and reduce (or eliminate!) project challenges and delays.

You can visit the following websites to submit your project for review to help determine your permitting needs:

- USFWS – [Ohio Ecological Services Field Office project review](#)
- [ODNR Environmental Review](#)
- [SHPO](#)
- USACE – [Permits page](#), [USACE Regulatory Boundaries Map](#)

FORM 1 Continued

- Ohio EPA - [Water Quality Certification and Isolated Wetland Permits](#)

Deliverable 3 – Explain permitting compliance in detail, provide any permitting documents previously obtained related to project work. And estimated timeline for each permit

Acquiring necessary permits and approvals is a critical task for any project, and one that may result in unanticipated schedule delays and associated costs if not adequately monitored and managed. We have preliminarily identified required environmental permits below and will work collaboratively with each agency/organization to ensure permit documentation is prepared, submitted and coordinated with each agency in a timely manner to avoid project delays. Anticipated permits required for the project include, but are not limited to:

Clean Water Act (CWA) Section 404/401 Permits – The primary project purpose is aquatic restoration. Therefore, we anticipate jurisdictional impacts and activities will be eligible for CWA Section 404 and 401 authorization under Nationwide Permit (NWP) No. 27 (*Aquatic Habitat Restoration, Enhancement, and Establishment Activities*). In accordance with current NWP No. 27 terms and conditions, a Preconstruction Notification (PCN) will need to be submitted to and approved by the U.S. Army Corps of Engineers' (USACE) Huntington District prior to beginning work.

As part of the PCN preparation process, Endangered Species Act coordination with the U.S. Fish & Wildlife Service (USFWS) and ODNR's Division of Wildlife will be required. Coordination with the Ohio Historic Preservation Office (OHPO) will also be required under the National Historic Preservation Act (NHPA). Although we do not expect significant issues with respect to these, we will initiate early coordination with these agencies to ensure there is adequate time to address any significant comments or issues that may arise.

Construction Stormwater Permit – Proposed project construction activities will require prior authorization under Ohio EPA General Permit (*Stormwater Discharges Associated with Construction Activity*). The engineering contractor will be principally responsible for preparing the project Stormwater Pollution Prevention Plan (SWPPP) and associated plan sheets, and for preparing the Notice of Intent (NOI) for the submittal in accordance with these permit requirements.

Floodplain Permitting – The project area is located within the 100-year floodplain, which will require approval from the local floodplain administrator. The project team will coordinate with the floodplain administrator throughout the design, including making a formal permit application/submittal for approval.

Cultural Resources – A preliminary review of the Ohio History Connection's online database will be conducted to assess known surveys and resources located within and adjacent to the proposed project area. We anticipate a Phase 1 Cultural Resource Survey to be performed. We will submit a NHPA Section 106 review request to the OHPO to comply with the conditions of the Section 404 Permit.

FORM 1 Continued

Post-Submittal Coordination – Perhaps the most critical aspect of permit acquisition is diligent post-submittal follow up and coordination with permit reviewers. *We employ a strategy of “respectful persistence” following application submittal, consisting of regular, respectful communications with assigned permit reviewers, whether or not issues have been raised, in order to maintain an open dialog and monitor review progress.* When done in a manner that is respectful of the reviewer’s time, mission, and expertise, we find the regular contact and proactive approach is appreciated by most reviewers and translates to informed and timely permit issuance.

Task 4 – Implementation: *State how your organization intends to carry out the project and its associated logistics.*

Deliverable 4 – *Once implementation is complete, what would this look like on the ground?*

Fairfield County Park District will implement the project under a design-bid-build contract. Selection of a construction contractor will be made through a competitive public bidding process.

Operation/maintenance of the treatment wetland after construction will be managed by Fairfield County Park District and budgeted through the district’s general fund, utilizing their natural resources and park operations staff (currently consisting of 6 full time employees and 2 seasonal employees) to operate/maintain the system.

Task 5 – Construction Oversight: *Please elaborate on who will be overseeing the construction of the project. Will there be a private firm doing the construction? Will another partner be helping with construction activities? Please briefly explain your organizations request for proposals (RFP) process.*

Deliverable 5: *i.e. as-built drawings of the site by a licensed professional engineer*

Construction oversight will be performed by the professional consultant contracted to design and oversee the project. This will include review of contractor shop drawings and quality control testing reports, periodic site inspections, as-built drawings (sealed by a licensed engineer in the State of Ohio), and coordination of construction progress meetings in order to review construction progress. The design professional will also be able to provide clarifications to the design drawings as needed and adjust the design to account for unforeseen conditions that may be encountered.

Task 6 – Project Management:

Deliverable 6: *For H2Ohio funding, periodic progress and financial reporting will be needed.*

The H2Ohio program requires all grantees to submit quarterly progress and financial reports on all projects by specific dates to fulfill reporting requirements. Templates for reporting will be provided upon successful award of grant.

The project will be managed and overseen by Fairfield County Park District’s Administration Department. Director Marcey Shafer will be responsible for the administration and management of the professional design consultant and construction contracts.

FORM 1 Continued

Timeline for Project Completion

The template below should be modified to reflect the tasks listed above, allowing ODNR to gain specific insight into the scheduled progression and life cycle of your project. Once selected for funding, you will be asked to update this form on a quarterly basis.

Project Timeline		January 2024	April 2024	July 2024	October 2024	January 2025	April 2025	July 2025	October 2025	January 2026
Design & Engineering	Conceptual/Initial Design									
	Initial coordination with regulatory agencies									
	30% Project Design									
	60% Project Design									
	90% Project Design									
	Final Project Design									
Permitting (Submit at 60-90% design)	Conti. Coordination with regulatory agencies									
	USACE Section 10/404									
	Ohio EPA Section 404/Isolated Wetland Permit									
	SHPO Section 106/ORC 149.53									
	Floodplain Permitting									
	Local Permitting									
Construction	Construction Groundbreaking									
	Final Planting/Restoration									
	Project Completion									
	Post-restoration Maintenance									

****Shade boxes in the above table to indicate the range of times in which specific tasks will be completed.***

APPLICATION FORM 2

Project Budget Information

1. Grants may cover costs applicable to:
 - a. Cost of land acquisition
 - b. Cost of engineering design services performed by an outside consultant (must be incurred within project period)
 - c. Direct labor costs - NOTE: Funds may only be used to pay the salaries or wages of employees specifically for this project
 - d. Cost of special tradesmen secured under a service purchase agreement
 - e. Cost of rental equipment
 - f. Cost of construction contracts
 - g. Cost of materials purchased for the project

2. Ineligible costs for this grant include:
 - a. Trail construction
 - b. Boardwalks
 - c. Interpretive signage
 - d. Workshops, events, etc.
 - e. Project equipment that was not approved from the H2Ohio program

3. Project Cost Summary Chart:

Budget Summary	
Reimbursable Item	\$ Amount
Salaries and Benefits	
Travel	
Supplies	
Equipment	
Contractual	Phase 1: \$360,000 Phase 2: \$710,000 Total: \$1,070,000
Other	
Total Direct Expenses	
Contractual Costs Breakdown:	
Land Acquisition (Donation)	*\$160,000* Land Acquisition
Engineering Design services	Phase 1: \$85,000 Phase 2: \$98,000 Total: \$183,000
Labor	
Rental Equipment	
Construction contracts	Phase 1: \$275,000 Phase 2: \$612,000 Total: \$887,000
Materials	
Indirect costs (Max 6% of total project cost)	
Total Reimbursable	Phase 1: \$360,000 Phase 2: \$710,000 Total: \$1,070,000

FORM 2 continued

Instructions: Within the below section headings, provide detailed justification for the listed dollar amounts in the Budget Summary table above. Justification should be approximately 1 paragraph per line item.

Applicants should document how project costs were estimated. If appraisers, contractors, or manufacturers were consulted, or if project costs are in line with similar nearby projects, details should be provided. Identify and point out any costs that might be perceived as unreasonable and explain why your project requires these items/services. Please note: ODNR reserves the right to deem certain project costs as unreasonable and will either cost-share in these costs at a reduced level or not at all. When a situation such as this arises, ODNR will alert the project applicant of our decision prior to awarding any funding to a particular project.

Salaries and Benefits: (\$)

Describe how the requested amount reflects coverage of any personnel costs for the completion of the H2Ohio project. Be sure to include information on any fringe benefits that would be covered by this amount.

Travel: (\$)

Supplies: (\$)

Equipment: (\$)

Contractual (Include Construction Estimate): Phase 1: \$360,000 | Phase 2: \$710,000 | Total: \$1,070,000

Based on Fairfield County Park District experience on similar restoration project design and construction costs.

Other: (\$160,000)

The Bill and Joyce Hague Foundation donated \$160,000 for land acquisition in 2022 where Phase 1 is located.

Additional Project Funding

Please list any funds from other sources that will be used in conjunction with H2Ohio grant funds for your project, if applicable.

State Funds	_____	Federal Funds	_____
Source of funds	_____	Source of funds	_____
Local Funds	_____	In-kind	_____
Source of funds	_____	Source of funds	_____
Other	<u>\$160,000</u>	Source of funds	<u>The Bill and Joyce Hague Foundation</u>

APPLICATION FORM 3

Additional Questions

1. Operation and Maintenance

Please describe in detail the 15-year long term maintenance program for your project and all persons and/or groups that will assist in this program. What type of maintenance will you be performing on the site; how often will you be performing this maintenance. How does this project fit in with your organization's goals? Will there be regularly scheduled activities held on the site. (2-3 paragraph response)

The Fairfield County Park District will be the sole owner and steward of the property and will be responsible for all operation and management of the project. The District's Administration Department will be responsible for the ongoing management. The District has a proven track record of providing quality amenities, parks, and programs for public enjoyment and education.

2. Performance on Previous ODNR Projects

Please list any ODNR H2Ohio or Non-H2Ohio grant funded projects carried out by your organization within the last ten years.

Wagner Preserve | Clean Ohio Fund | 2020 | \$1,000,000

Native plants were planted on approximately 91 acres in 2021 by USFWS. Park district staff have since worked to remove invasive plants. All structures except for one large barn were removed in winter 2022/23 via a grant from Fairfield County Land Bank. The large barn is being given to the neighboring school district, Liberty Union-Thurston, and will be removed in winter 2023/24. USFWS intends to restore small wetlands on the property this fall.

Fairfield County Parks District has discussed how to manage public access and created a master plan. The plan allows adequate space between the great blue heron rookery and public trails. Currently we are creating the first trail to allow students from the neighboring school to observe the rookery from a safe distance.

Stoney Hill Nature Preserve (Park) | Clean Ohio Fund | 2015 | \$519,000.00

Rental structure has been removed. Resident with a life estate passed away in 2019. The structure on that parcel is being submitted for a demolition grant through Fairfield County Land Bank. Fairfield County Parks District expects it to be removed in the next few months. This will allow for creation of public access. In 2021, approximately 600 native tree seedlings were donated by a park district volunteer Roger Grossenbacher and planted on site by staff and volunteers.

3. Multiple Applications

Applicants can submit up to three applications per grant cycle. There is no limit to the number of submissions an applicant can be listed as a designated partner on a project. If applicable, please rank multiple project applications in order of priority for your organization.

FORM 3 continued

Fairfield County Park District is submitting both Sensory Trail Wetland and Two Glaciers Wetland H2Ohio Applications. While both projects are important to the Park District, Sensory Trail Park is our main priority.

Sensory Trail is our top priority as this park has existed since 2007 and is in a highly visible area with significant public use. The park was planned and opened over a decade ago. The original plans included a wetland that has never been constructed. The park district has been managing the park since 2017 and would love to continue to provide and expand upon the park's ability to connect visitors to nature and wildlife. Streambank stabilization and a wetland complex is key to the future of this park.

A recently developed Master Plan for Two Glaciers has been developed, and we have improved the property considerably since acquisition. We anticipate high visitation in coming years once infrastructure has been developed. Currently, visitation is limited as restoration activities and critical infrastructure development is still in the planning and development stage. Wetland creation and development will be a highlight to this park in the coming years.

4. Other Funding Opportunities

If your application is not selected for funding through this grant program, does ODNR's H2Ohio Program have permission, at its discretion*, to share this project proposal with other potential funding sources for consideration? (This is not a scored question)

- Yes
- No
- Please inquire with applicant first

*By sharing a project proposal, ODNR is in no way guaranteeing future project funding.

5. Restoration Work Experience

Please briefly explain your organizations past experiences in managing restoration projects. (1-2 paragraphs)

The Park District has been involved in several diverse habitat restoration projects across multiple district properties. In conjunction with several local, state, and federal agencies and NGOs, the park district has restored approximately 200 acres of upland native warm-season grasses and forbs and a wetland complex of around twelve (12) acres. Park district staff and local volunteers have also worked to restore approximately twenty-four (24) acres of riparian hardwood tree corridor and an additional six (6) acre upland hardwood tree planting. District staff and partners have procedures in place to monitor and control invasive species in these restoration project areas as well as throughout the other park district properties.



Resolution #2023-28

IN THE MATTER OF Authorizing the Fairfield County Park District Director to apply for H2OHIO grant and entering into any related agreements that result

WHEREAS, the Board of Park Commissioners is interested in improving the water quality at both The Sensory Trail Park and Two Glaciers Park; and,

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for water quality improvement projects through the H2Ohio Wetland Grant Program and,

WHEREAS, the Board of Park Commissioners desires H2Ohio funding to make these improvements,

WHEREAS, the Board of Park Commissioners desires to designate the Fairfield County Park District Director Marcey Shafer to apply for the H2Ohio grant funds necessary to make these improvements; and,

WHEREAS, as part of this designation by the Board of Park Commissioners to Director Shafer, the Board also desires to permit Director Shafer to enter into grant award agreements, purchase agreements and any other related agreements necessitated by the H2Ohio grant award for these improvements.

BE IT RESOLVED by the Board of Park Commissioners, County of Fairfield, State of Ohio:

Section 1: That the Board of Park Commissioners approves filing an application for H2Ohio funding.

Section 2: That Marcey Shafer is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding.

Section 3. That the Board of Park Commissioners does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms and conditions of the Ohio River Basin H2Ohio Wetland Grant Program.

Adopted August 24, 2023

Upon the motion of Commissioner John Watts, seconded by

Commissioner David Smith this resolution has been adopted on

August 24, 2023



<u>Commissioner</u>	<u>Aye</u>	<u>Nay</u>
Jeffrey Feyko	x	<input type="checkbox"/>
Ami Williams	<input type="checkbox"/>	<input type="checkbox"/>
David Smith	x	<input type="checkbox"/>
Sherry Orlando	<input type="checkbox"/>	<input type="checkbox"/>
John Watts	x <input type="checkbox"/>	

CERTIFICATE OF SECRETARY

It is hereby certified that the foregoing is a true and correct transcript of a resolution action upon by Fairfield County Board of Park Commissioners for Fairfield County Park District on the date noted above.

Ginger L. Caito

Ginger Caito, Secretary

Fairfield County Board of Park Commissioners



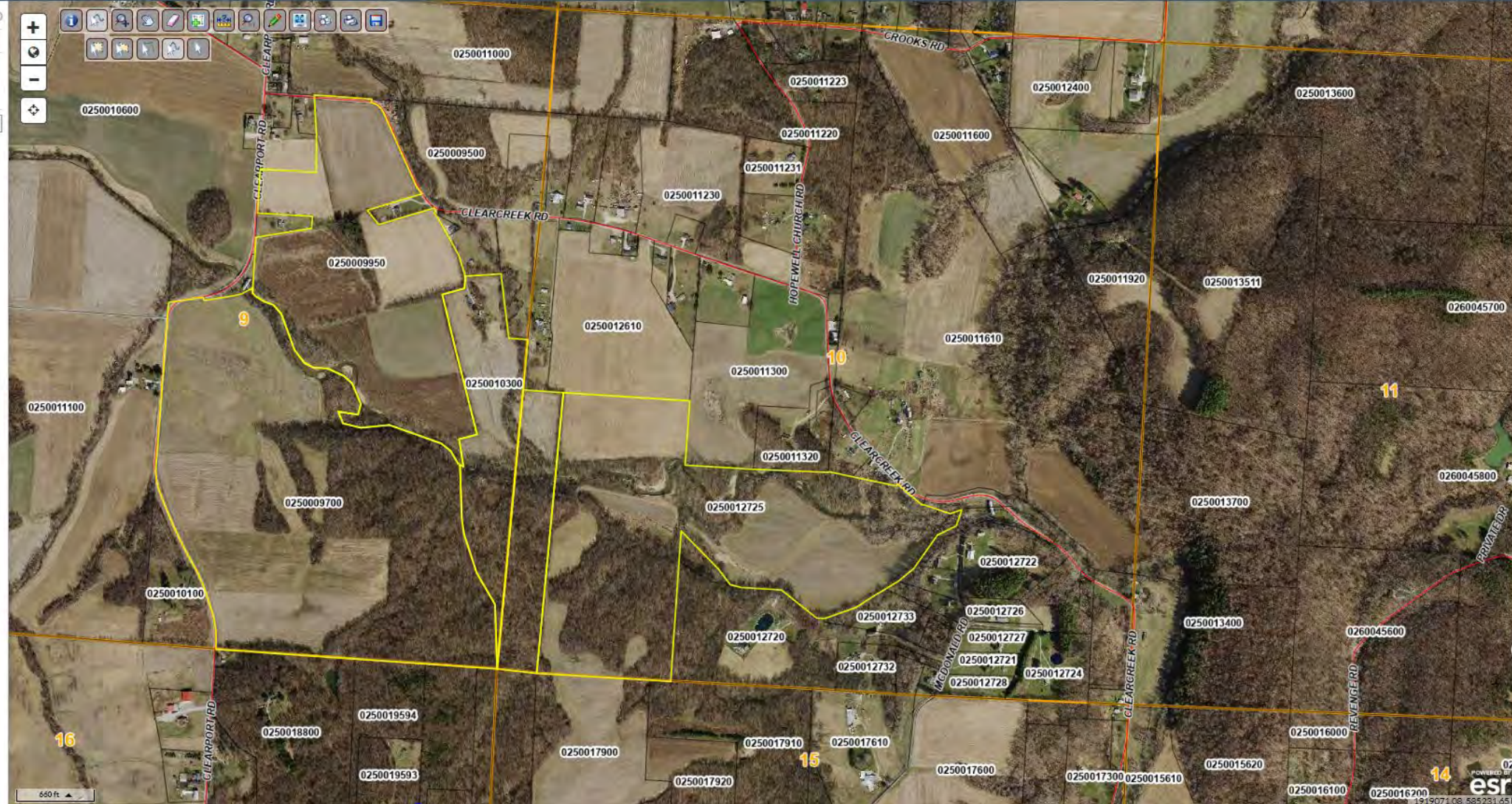
Layer List Legend

Quick Links:
[Property Search](#)
[View Map](#)

Layers:

- Parcels
- Parcel Numbers
- Addresses
- Polling Locations
- Survey Locations
- Railroads
- Rivers
- Tracts
- Streets
- USA Major Highways
- Corporate Limits
- Annexations
- Water
- Subdivisions
- Yearly Sales
- Sections
- Townships
- Tax Maps
- School Districts
- Voting Precincts
- Schools
- Parks
- FEMA Flood Hazard
- County Outlines
- 2021 Aerial Photos
- 2020 Aerial Photos
- 2018 Aerial Photos
- 2015 Aerial Photos
- 2012 Aerial Photos
- 2009 Aerial Photos
- 2006 Aerial Photos
- 2000 Aerial Photos

[Restore Layer Defaults](#)



Results:

Parcel ID - 025009700
 Address - 0 CLEARPORT RD SW
 Owner - BOARD OF PARK COMMISSIONERS OF THE FAIRFIELD COUNTY PARK DISTRICT
 Acres - 132.38
[View Report](#) | [Tax](#)
[Distribution](#) | [Update Site or Mailing Address](#)

Parcel ID - 025009950
 Address - 0 CLEARPORT RD SW
 Owner - BOARD OF PARK COMMISSIONERS OF THE FAIRFIELD COUNTY PARK DISTRICT
 Acres - 72.0
[View Report](#) | [Tax](#)
[Distribution](#) | [Update Site or Mailing Address](#)

Parcel ID - 0250010300
 Address - 3177 CLEARCREEK RD SW
 Owner - FAIRFIELD COUNTY PARK DISTRICT BOARD OF PARK COMMISSIONERS
 Acres - 22.57
[View Report](#) | [Tax](#)
[Distribution](#) | [Update Site or Mailing Address](#)

Parcel ID - 0250012600
 Address - 0 CLEARCREEK RD SW
 Owner - FAIRFIELD COUNTY PARK DISTRICT BOARD OF PARK COMMISSIONERS
 Acres - 17.4
[View Report](#) | [Tax](#)
[Distribution](#) | [Update Site or Mailing Address](#)

Parcel ID - 0250012725
 Address - 0 MCDONALD RD SW
 Owner - BOARD OF PARK COMMISSIONERS OF THE FAIRFIELD COUNTY PARK DISTRICT
 Acres - 100.18
[View Report](#) | [Tax](#)
[Distribution](#) | [Update Site or Mailing Address](#)

0250016000
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APPLICATION FORM 5

Inter-Agency Agreements

An Inter-Agency Agreement is an agreement between two or more public or private agencies involved with funding, operating, or maintaining the H2Ohio Wetland project.

Do you have an interagency agreement for your proposed project?

- Yes, An Inter-Agency Agreement exists for the project. Please complete Part 1.
- No, An Inter-Agency Agreement does not exist for the project. Please complete Part 2.

PART 1

- INTER-AGENCY AGREEMENTS DO EXIST
- a. If an inter-agency agreement exists, describe in detail any division of responsibility that may exist for completing acquisition, development, and operation and maintenance. A copy of the agreements must be submitted with the application.
- b. If any future local inter-agency agreements are anticipated, please explain why.

PART 2

- INTER-AGENCY AGREEMENTS DO NOT EXIST
- a. If no inter-agency agreements exist, complete and sign the statement below and submit this form with the application.

Applicant-Agency Fairfield County Park District

THE APPLICATION FOR Two Glaciers Wetlands
(Project Title)

IS NOT SUBJECT TO ANY LOCAL INTER-AGENCY AGREEMENTS

Marcus [Signature]

(Original signature)

Director

(Title)

8-24-23

(Date)

ATTACHMENT I: Plans and Maps

The following plans and maps are required for all development and enhancement projects: Plans and maps need not be professionally drawn, but must be complete, accurate, and to scale.

1. Evidence of ownership of all parcels or signed statements from property owners on which you plan to develop your project, which may include a copy of the recorded deed(s) to confirm ownership of the project site. Project applicants must own or have a long-term (min. 15 years past project closeout), non-revocable lease, or easement on all grant project properties.
2. Plan(s) clearly illustrating your development and/or enhancement proposal. These can be master plans, site plans, and/or preliminary construction drawings. On all plans, please provide a clear differentiation between the following:
 - Proposed project submitted for grant funding
 - Planned development that is not a part of this grant application
 - Existing site elements
 - All existing easements
 - The boundary of the project area must be shown, establishing the limits of H2Ohio funding commitment.

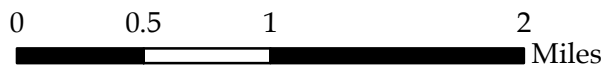
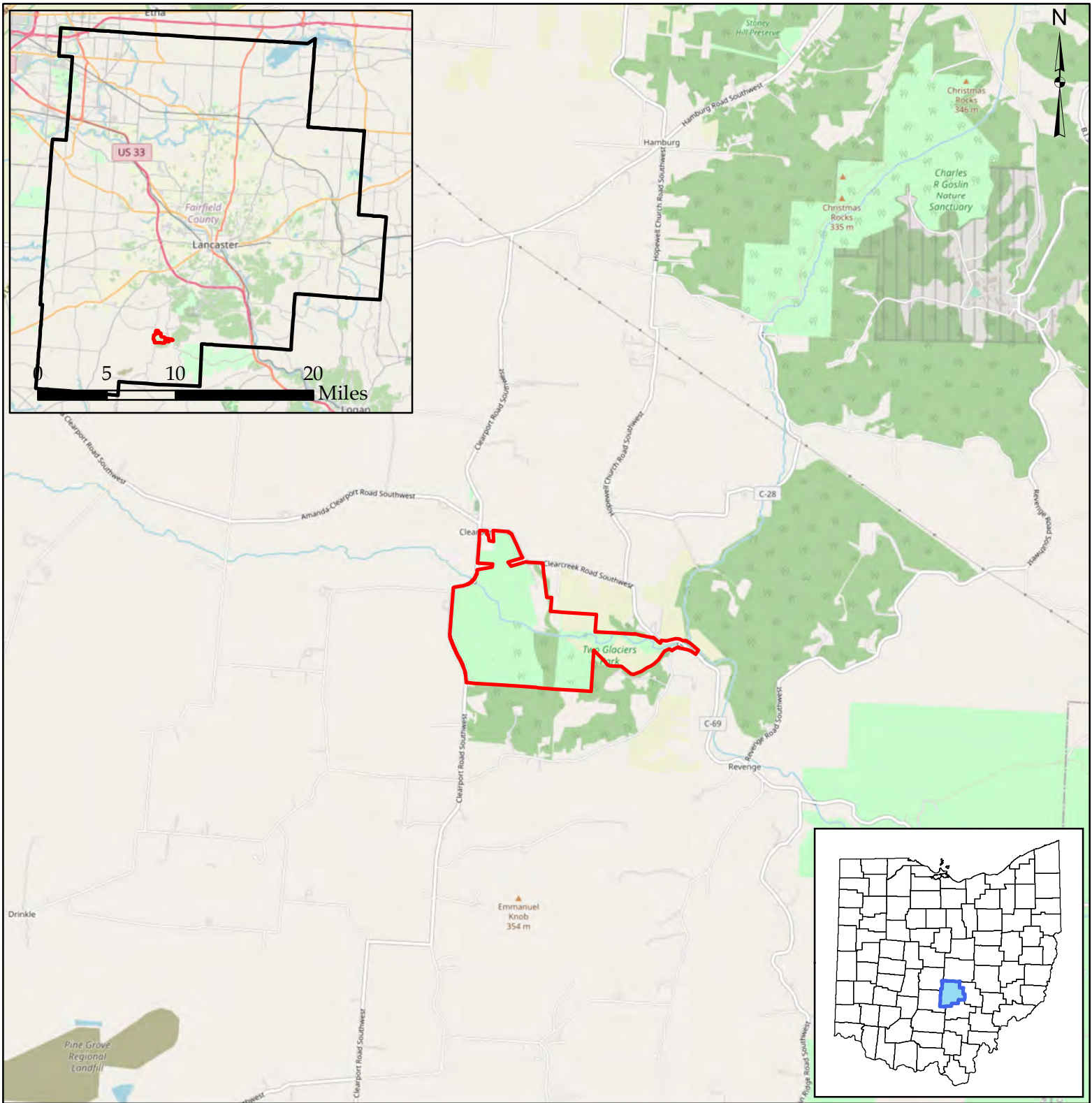
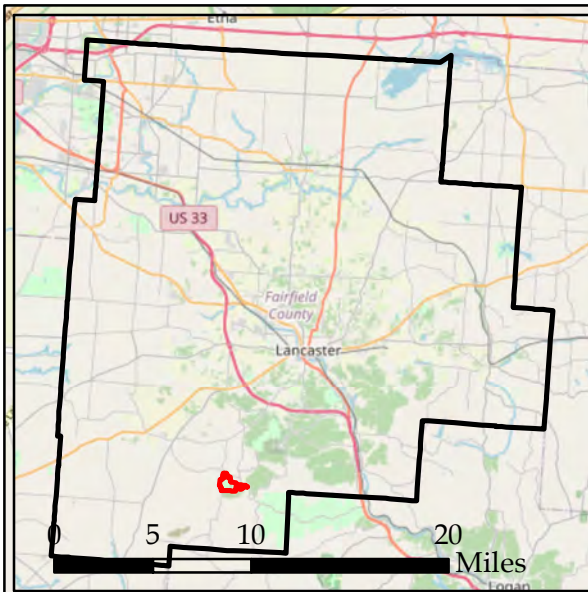
Changes in Project Scope

All proposed grant projects are competitively scored and selected based on merit. Under most circumstances, a grantee may not deviate from the scope of an approved project. The scope of an approved project is described in the grant award agreement and is based upon the original grant application. For these reasons, ODNR will avoid the approval of significant changes to approved projects to maintain the integrity of the selection process that is centered on the merit of the original proposal. **Scopes of work that are altered after contract signatures are in place may negatively affect future project scoring for that organization.**

All requests for project scope changes before the executed contract must be submitted in writing to: H2Ohio@dnr.ohio.gov. After the contract has been executed, grantees must discuss possible changes in project scope with their designated ODNR project lead.

ATTACHMENTS I

Plans and Maps



Sources:

Non Orthophotography Data: U.S. Census

Ohio County Map

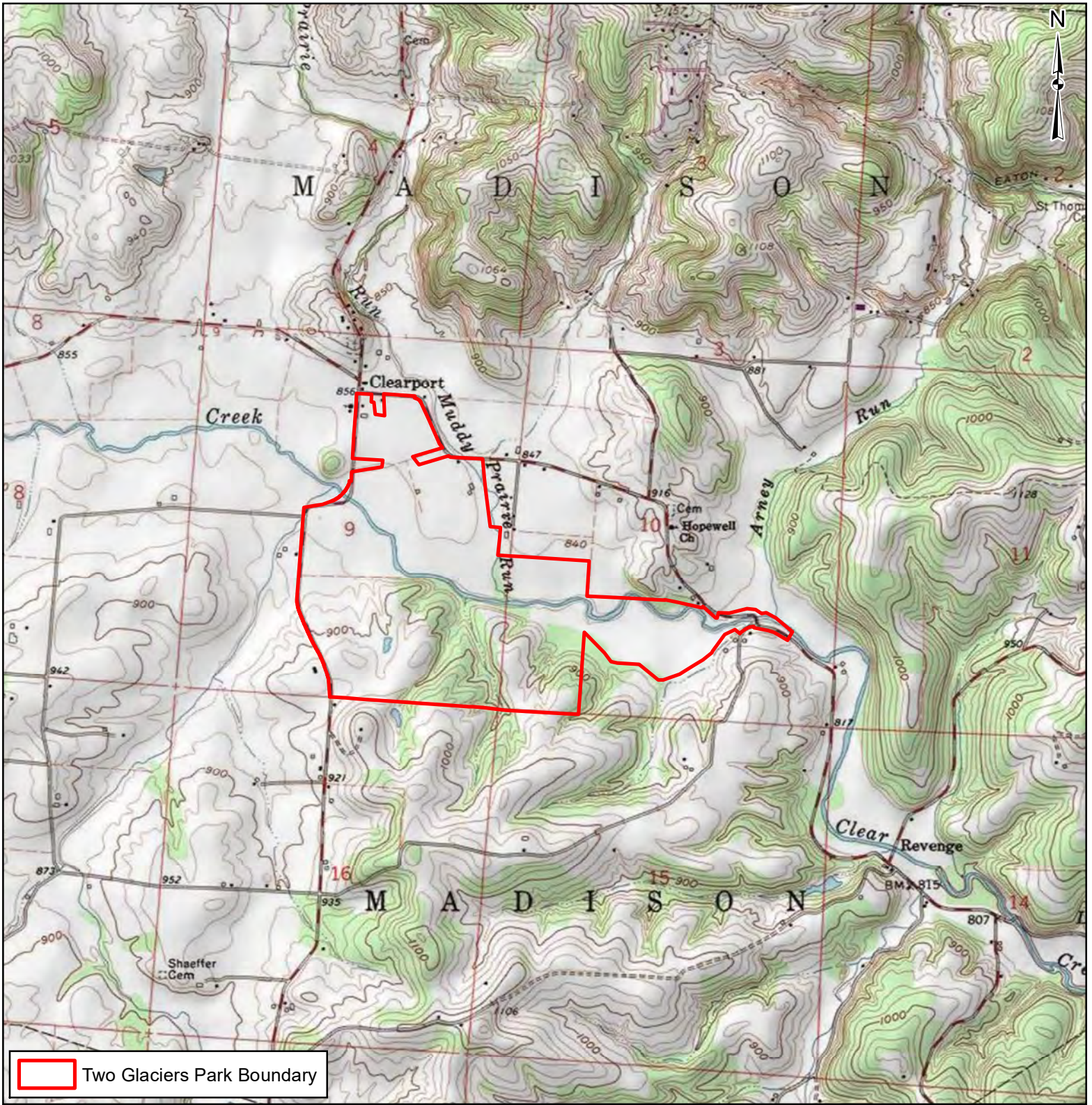
Orthophotography: ESRI World Street Map

Map Projection: State Plane Ohio South

Map Datum: NAD83

Two Glaciers Park
Fairfield County Park District
 7636 Clearcreek Rd SW
 Lancaster, Oh 43130

Project Location Map



0 1,500 3,000 6,000 Feet

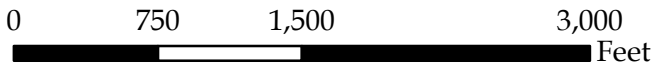
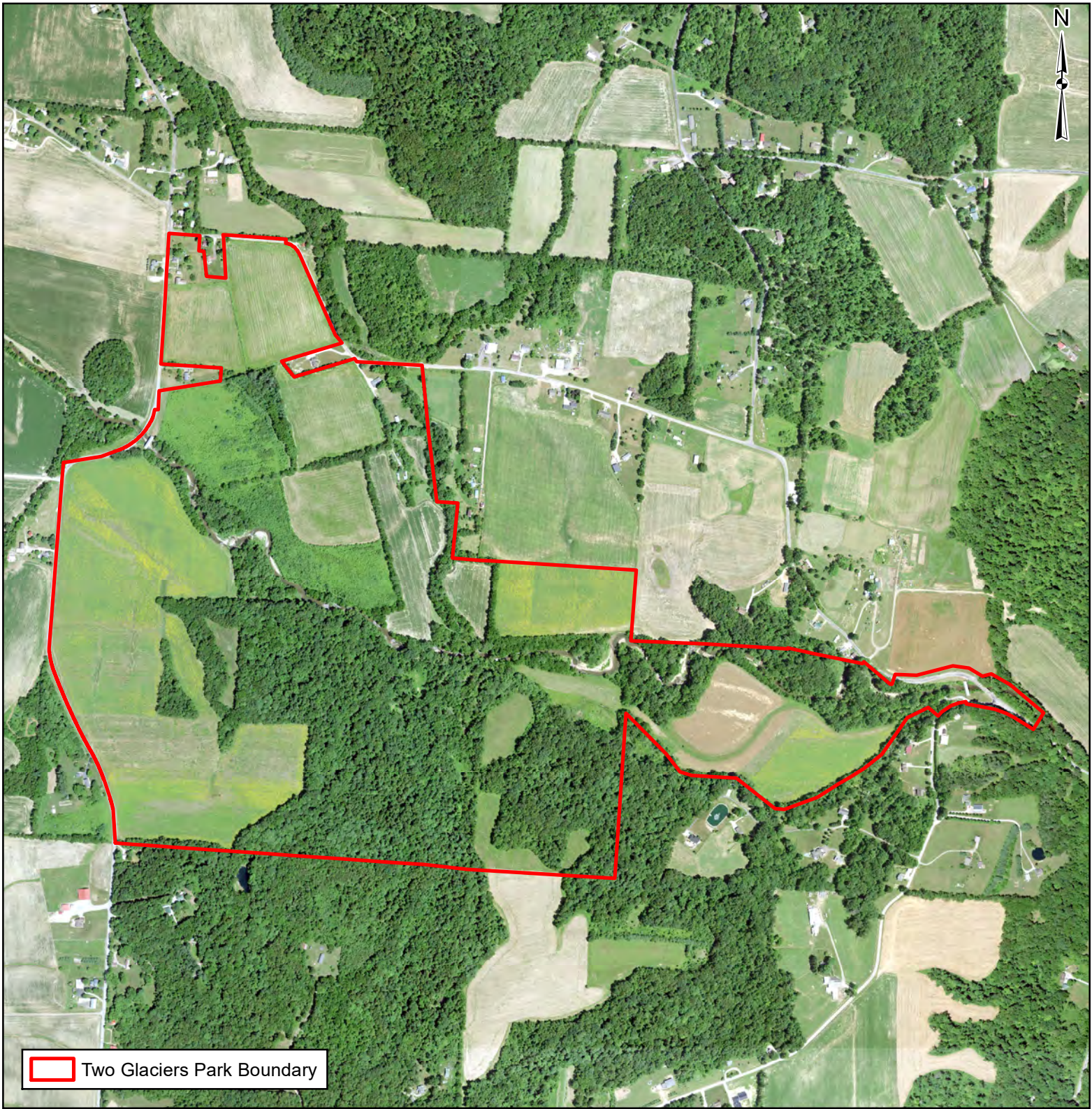
Two Glaciers Park
 Fairfield County Park District
 7636 Clearcreek Rd SW
 Lancaster, Oh 43130

Sources:
Orthophotography: USGS Topographic Data
Map Projection: State Plane Ohio South
Map Datum: NAD83

USGS Topographic Map

BURGESS & NIPL
 Engineers ■ Planners ■ Environmental Scientists

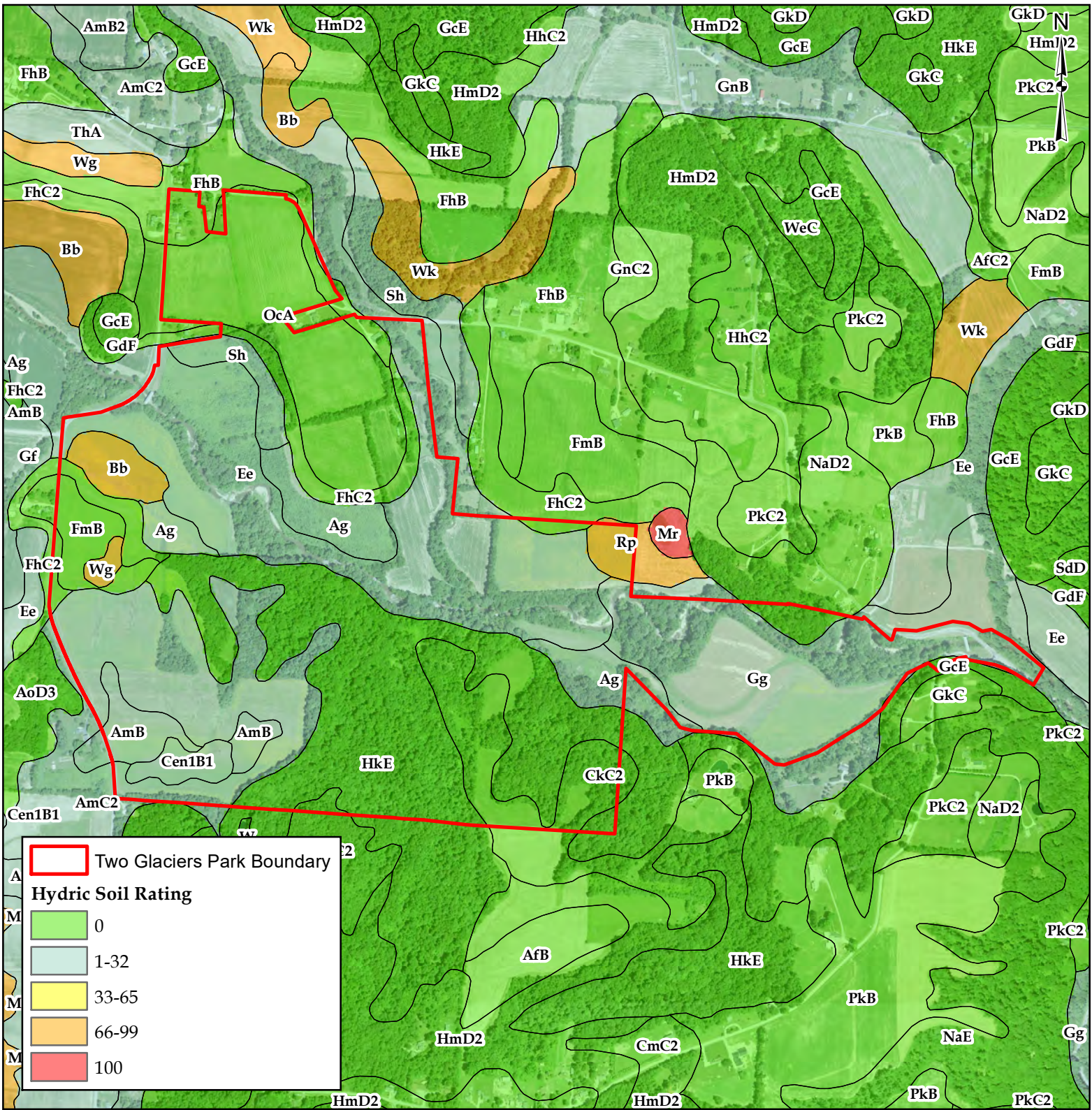
April 2023



Two Glaciers Park
Fairfield County Park District
7636 Clearcreek Rd SW
Lancaster, Oh 43130

Sources:
Orthophotography: OSIP Imagery (2020)
Map Projection: State Plane Ohio South **Map Datum:** NAD83

Aerial Map



0 750 1,500 3,000 Feet

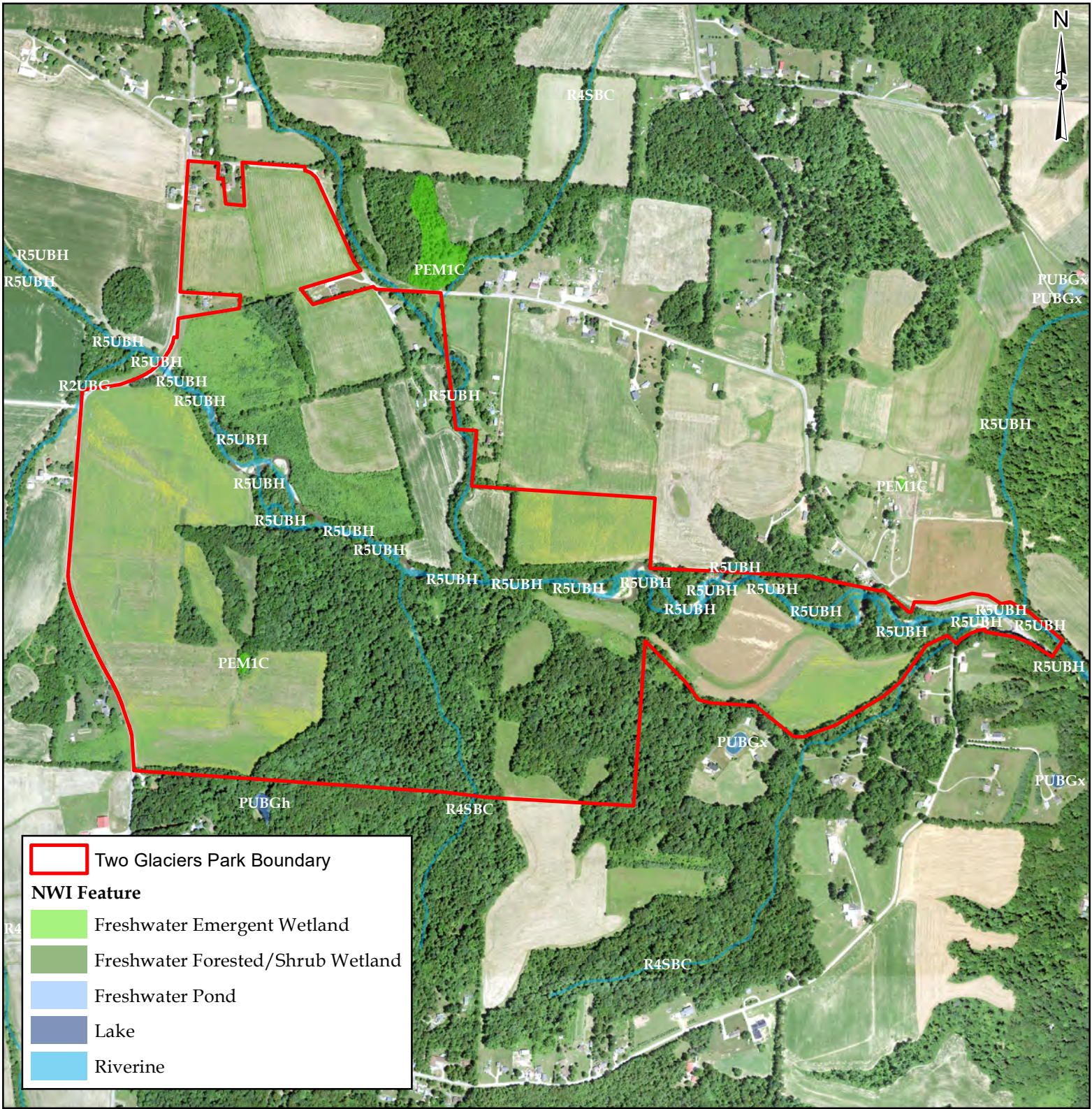
Two Glaciers Park
 Fairfield County Park District
 7636 Clearcreek Rd SW
 Lancaster, Oh 43130

Sources:
Non Orthophotography Data: NRCS Hydric Soil Rating
Orthophotography: OSIP Imagery (2020)
Map Projection: State Plane Ohio South
Map Datum: NAD83

NRCS Hydric Soil Map

BURGESS & NIPL
 Engineers ■ Planners ■ Environmental Scientists

April 2023



Two Glaciers Park Boundary

NWI Feature

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine



Two Glaciers Park
Fairfield County Park District
 7636 Clearcreek Rd SW
 Lancaster, Oh 43130

Sources:
Non Orthophotography Data: National Wetlands Inventory Layer
Orthophotography: OSIP Imagery (2020)
Map Projection: State Plane Ohio South
Map Datum: NAD83

NWI Map



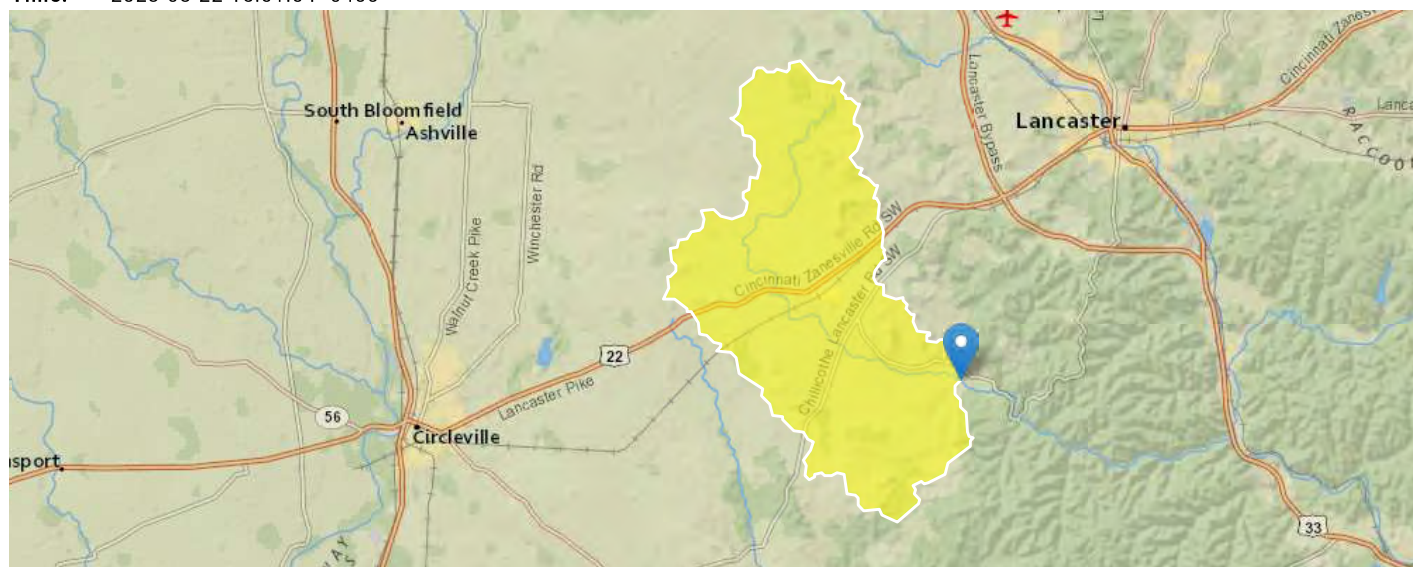
Esri, USDA Farm Service Agency, Microsoft

Powered by Esri

<p>PIN</p> <ul style="list-style-type: none"> Approximate location based on user input and does not represent an authoritative property location <p>MAP PANELS</p> <ul style="list-style-type: none"> Selected FloodMap Boundary Digital Data Available No Digital Data Available Unmapped <p>OTHER AREAS</p> <ul style="list-style-type: none"> Area of Minimal Flood Hazard Zone X Effective LOMRs Area of Undetermined Flood Hazard Zone D Otherwise Protected Area Coastal Barrier Resource System Area 	<p>SPECIAL FLOOD HAZARD AREAS</p> <ul style="list-style-type: none"> Without Base Flood Elevation (BFE) Zone A, V, ADP With BFE or Depth Regulatory Floodway Zone AE, AO, AH, VE, AR <p>OTHER AREAS OF FLOOD HAZARD</p> <ul style="list-style-type: none"> 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee. See Notes. Zone X Area with Flood Risk due to Levee Zone D 	<p>OTHER FEATURES</p> <ul style="list-style-type: none"> Cross Sections with 1% Annual Chance Water Surface Elevation Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature <p>GENERAL STRUCTURES</p> <ul style="list-style-type: none"> Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
--	---	---

Two Glaciers -StreamStats Report- Upstream End of Project

Region ID: OH
 Workspace ID: OH20230822190039055000
 Clicked Point (Latitude, Longitude): 39.61842, -82.67984
 Time: 2023-08-22 15:01:04 -0400



Collapse All

Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
DRNAREA	Area that drains to a point on a stream	47.7	square miles

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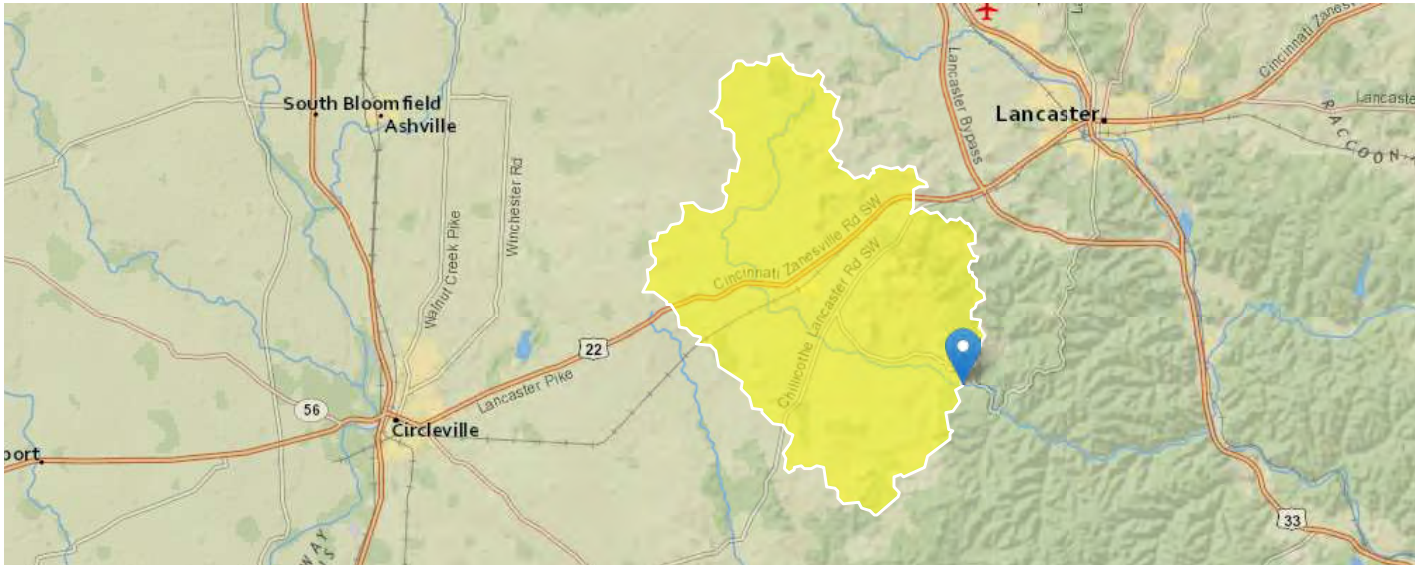
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Application Version: 4.16.1
 StreamStats Services Version: 1.2.22
 NSS Services Version: 2.2.1

StreamStats Report- Two Glaciers, Downstream End

Region ID: OH
 Workspace ID: OH20230822190857640000
 Clicked Point (Latitude, Longitude): 39.61425, -82.66894
 Time: 2023-08-22 15:09:25 -0400



+ Collapse All

> Basin Characteristics

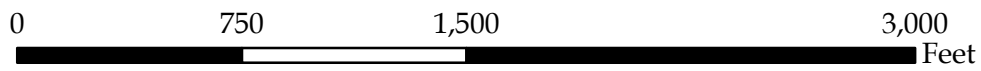
Parameter Code	Parameter Description	Value	Unit
DRNAREA	Area that drains to a point on a stream	59.2	square miles

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USGS Product Names Disclaimer: Any use of trade, firm, or product names is for descriptive purposes only and does not imply endorsement by the U.S. Government.

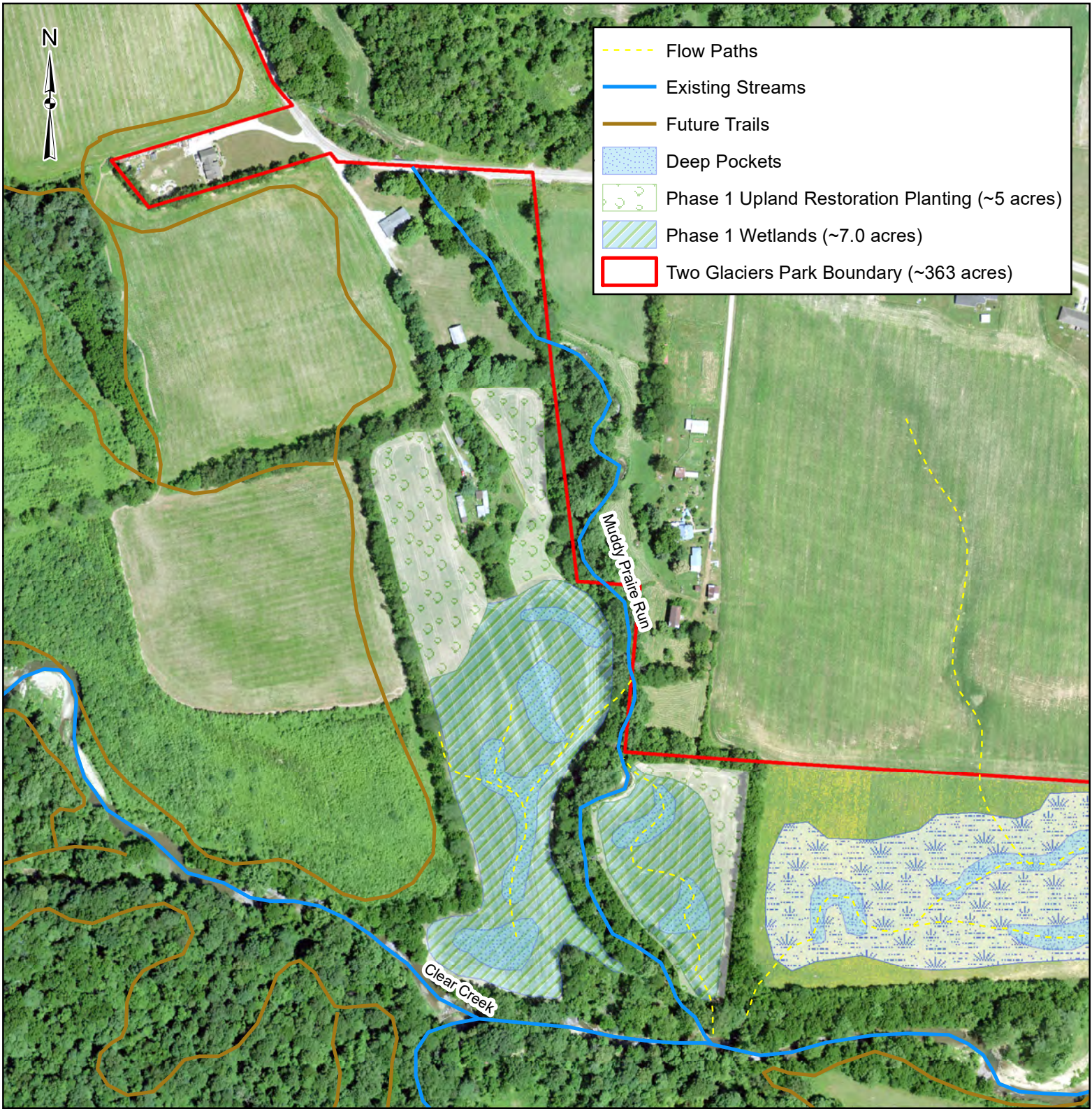
Application Version: 4.16.1
 StreamStats Services Version: 1.2.22
 NSS Services Version: 2.2.1



Two Glaciers Park
Fairfield County Park District
7636 Clearcreek Rd SW
Lancaster, Oh 43130

Sources:
Orthophotography: OSIP Imagery (2020)
Map Projection: State Plane Ohio South Map Datum: NAD83

H2Ohio Wetland Concept Map



0 200 400 800 Feet

Sources:
Orthophotography: OSIP Imagery (2020)
Map Projection: State Plane Ohio South Map Datum: NAD83

Two Glaciers Park
 Fairfield County Park District
 7636 Clearcreek Rd SW
 Lancaster, Oh 43130

Phase 1 Wetland Concept

August 2023



Photo 1: Phase 1 Wetland restoration area. Currently leased for farming.



Photo 2: Phase 1 Wetland restoration area. Note narrow riparian buffer between Clear Creek and the farm field.



Photo 3: Area along Clear Creek that will restore flood waters to the Phase 1 Wetland.



Photo 4: Looking toward Clear Creek from the field to be converted into wetlands.



Photo 5: Phase 2 field adjacent to Clear Creek, within the floodplain.



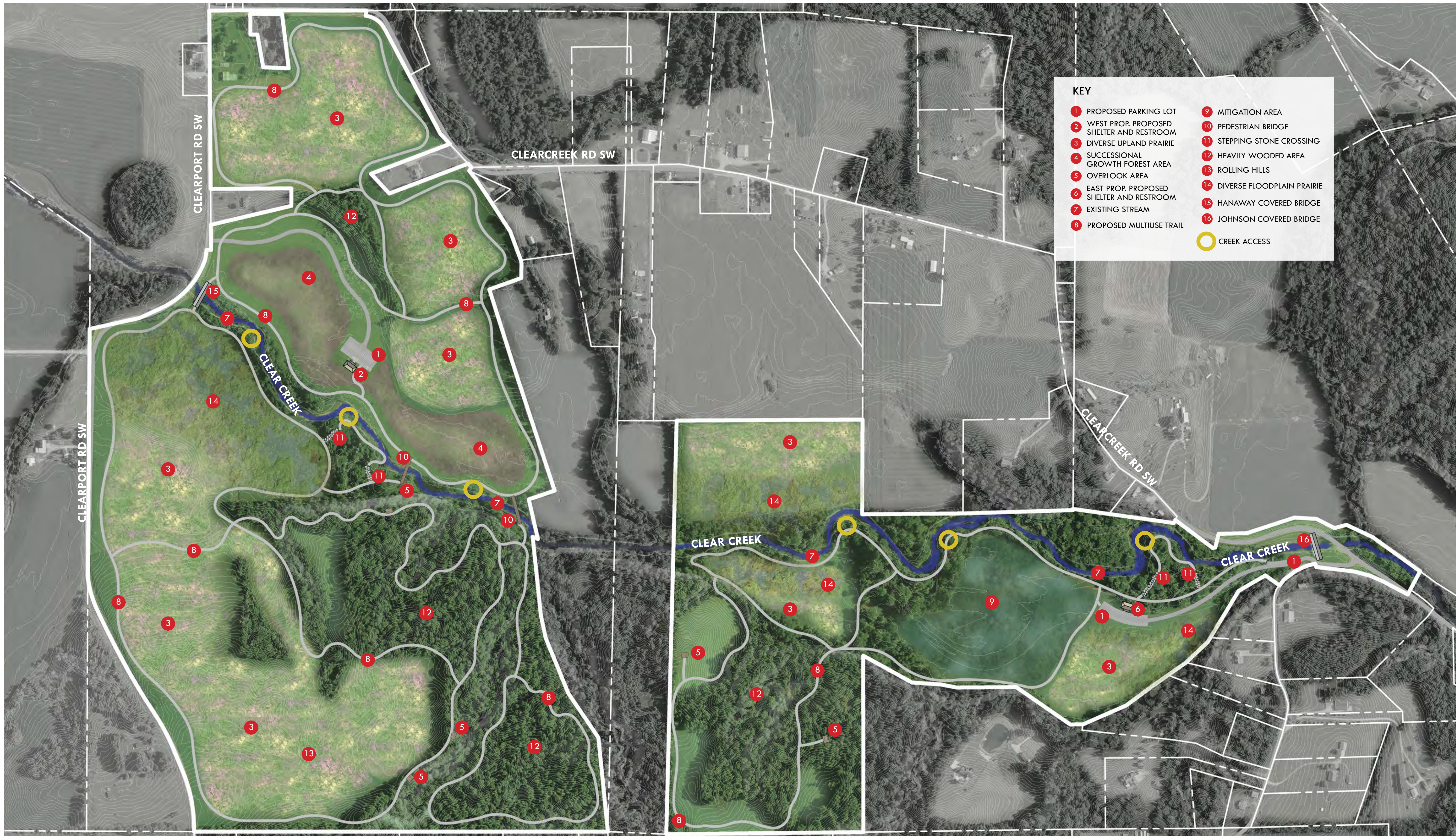
Photo 6: Phase 2 field adjacent to Clear Creek, within the floodplain.



TWO GLACIERS MASTER PLAN PRELIMINARY CONCEPT

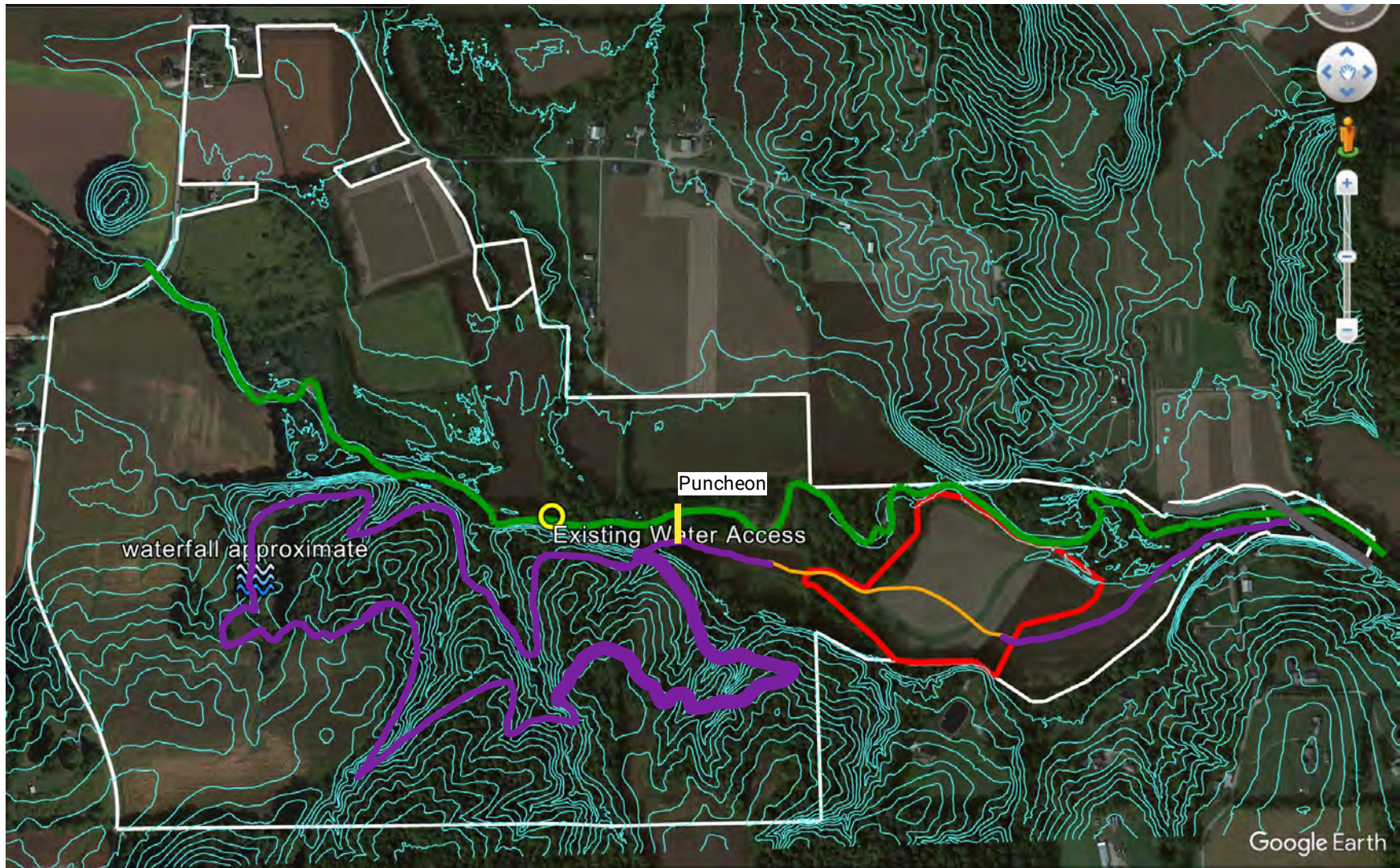
JUNE 2020

DRAFT - FOR REVIEW



KEY

1 PROPOSED PARKING LOT	9 MITIGATION AREA
2 WEST PROP. PROPOSED SHELTER AND RESTROOM	10 PEDESTRIAN BRIDGE
3 DIVERSE UPLAND PRAIRIE	11 STEPPING STONE CROSSING
4 SUCCESSIONAL GROWTH FOREST AREA	12 HEAVILY WOODED AREA
5 OVERLOOK AREA	13 ROLLING HILLS
6 EAST PROP. PROPOSED SHELTER AND RESTROOM	14 DIVERSE FLOODPLAIN PRAIRIE
7 EXISTING STREAM	15 HANAWAY COVERED BRIDGE
8 PROPOSED MULTIUSE TRAIL	16 JOHNSON COVERED BRIDGE
	○ CREEK ACCESS



Topo lines 10' spacing.

The below explanation and attached edited maps are based on our walkthrough. Lines on maps are field verified yet a more detailed layout should be performed prior to construction. The lines on the maps are how we would promote building the trails. This does not always take the path of least resistance, yet takes the path of best trail experience for the user. Our suggested routes are denoted in purple.

Two Glaciers

- Utilize existing TNC wetland crossing where permitted
- Once past the wetland area, an elevated trail tread would be advised
- Hold trail in flat area as close to the river as permissible to aid with user experience
- A 30-40 foot puncheon would be required to cross from the flat area onto the side slope
- Create a loop utilizing the park's excellent topography and high point views.
- Tread constructed at 24"- 36" wide. Average grade not to exceed 10%. Segment grades not to exceed 18%.
- Tread drains (lowpoints) located every 50'-75'. Low points to be a minimum of 10" lower than adjacent high points.
- Low average grades and frequent drains will keep tread degradation to a minimum.



Marcey Shafer
9270 Pickerington Road
Pickerington, Ohio 43147

Re: H2Ohio Statewide Wetland Grant Program Application Approval

Dear Ms. Shafer,

Congratulations on the approval of your application for the Two Glaciers Wetland Restoration Project H2Ohio funding in the amount of \$1,070,000 under the H2Ohio Statewide Wetland Grant Program. We're excited to work with you to implement this important natural infrastructure work.

The first cycle of the H2Ohio Statewide Wetland Grant Program was particularly competitive with more funds requested than available. We received 57 applications and are fortunate to be able to recommend funding for a select number of projects this year. We are excited by the opportunities that these grants provide and look forward to working with you to help improve Ohio's water quality.

The Ohio Department of Natural Resources will be issuing a press release in the very near future announcing this project and other selected projects for this round of funding.

In addition, representatives of the ODNR H2Ohio Program will be in touch soon to with a grant award agreement template, more detailed information about our process and elaborate on the next steps as you prepare to launch your project.

Should you have any questions regarding the grant process generally, please do not hesitate to contact Rachel DeNoewer at Rachel.DeNoewer@dnr.ohio.gov or (614)-705-9978. Again, congratulations and we look forward to working with you.

Sincerely,

H2Ohio Program Manager
Ohio Department of Natural Resources

**H2Ohio Grant Agreement Between
Fairfield County Park District
And the
Ohio Department of Natural Resources**

This Grant Agreement (the “Agreement”) is made and entered into by and between the State of Ohio, Department of Natural Resources, (“ODNR”), acting by and through its Director, pursuant to Section 1501.01 of the Ohio Revised Code and Amended Substitute House Bill No. 33, passed by the 135th General Assembly of the State of Ohio and signed by the Governor of Ohio on 3 July, 2023 (effective date June 30, 2023) and Fairfield County Park District (the “Grantee”).

Pursuant to Am. Sub. H.B. No. 33, the 135th General Assembly of the State of Ohio has appropriated funds of which One Million and Seventy Thousand Dollars (\$1,070,000.00) has been redirected and awarded to the Grantee for costs associated with the Two Glaciers Wetland Restoration Project (hereinafter referred to as the “Project”).

The General Assembly has identified the H2Ohio Fund (Fund 6H20 725681), as the fund from which these monies will be disbursed.

The scope of work is set forth in Exhibit A, which is attached hereto and by reference fully incorporated into this Agreement, with the total amount funded for the Project limited to the amount stated above.

NOW, THEREFORE, for the purposes of providing the funds to the Grantee pursuant to Am. Sub. H.B. No. 33 of the 135th General Assembly, the parties hereto agree as follows:

1. ODNR agrees to provide the Grantee up to One Million and Seventy Thousand Dollars (\$1,070,000.00) via qualifying reimbursement to be used toward the total cost of the Project.
 - a. Property Restoration Costs:
 - i. Grant funds will be used to construct approximately 33 acres of wetland, consistent with Exhibit A, along the banks of Cleark Creek and confluence of Muddy Prairie Run in Fairfield County, Ohio (“Project Property”).;
 - ii. It is mutually agreed that Grantee will complete the Project by March 31, 2026 (“Completion Date”).

H2Ohio Grant Award Agreement Between Fairfield County Park District and ODNR
Legal Contract ID No. 2023-2153

b. Invoicing.

- i. Grantee will submit invoices for qualifying reimbursement via Ohio's Shared Services Supplier Operations website.
 - ii. ODNR will review and process invoices in a timely manner. If needed, ODNR may request additional information from Grantee as a condition of payment.
2. In no event shall ODNR's payment to Grantee exceed One Million and Seventy Thousand Dollars (\$1,070,000.00). Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code. Any funds provided under this Agreement that are not timely spent in connection with the Project shall be returned to State of Ohio in accordance with Paragraph 3 below.
3. If for any reason funds and/or interest on such funds acquired through this Agreement are required to be paid, repaid, or remitted to the State of Ohio, such shall be remitted in full within forty-five (45) days of demand to:

Payable to: Treasurer of the State of Ohio
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

Mailed to: Department of Natural Resources
Office of Budget and Finance
2045 Morse Road, Bldg D-2
Columbus, OH 43229

Any such remittance shall include a copy of this agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to the Auditor of State (88 E. Broad Street, 10th Floor, Columbus, Ohio 43215) and ODNR.

4. Grantee agrees that the Project will be completed by the Completion Date and in accordance with Exhibit A. Upon Completion, Grantee will provide a Final Report to ODNR. This Agreement shall terminate five (5) years after ODNR's receipt of the Final Report, however, all provisions that logically ought to survive termination of this Agreement shall survive. Upon written request, and subject to appropriation and renewal of funds by the State of Ohio, this Agreement may be renewed and extended by the Parties.
5. Grantee hereby warrants that there are not and will not be, any restrictions of record with respect to the Project Property, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property to restore and/or develop wetlands and wetland function in accordance with Exhibit A.

H2Ohio Grant Award Agreement Between Fairfield County Park District and ODNR
Legal Contract ID No. 2023-2153

6. The Grantee shall be responsible for the administration of the Project. The Grantee shall have full authority to contract with appropriate persons for the design and construction of the Project. The Grantee shall secure all necessary permits for the Project. If the issuance of one or more such permits is delayed, ODNR may extend the Completion Date to the extent necessary to allow Grantee to complete the Project once such permits are issued.
7. Grantee shall provide routine status reports to ODNR in a format and on a timeframe as set forth by ODNR. These reports shall include updates related to Project progress and fiscal expenditures.
8. Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project.
9. The Property restored pursuant to this Agreement shall be maintained, in perpetuity, in a condition consistent with Exhibit A hereto. Grantee shall secure an environmental covenant on the Project Property, in a form substantially similar to the form attached hereto as Exhibit B, to be recorded with the County Recorder. Such environmental covenant must, in perpetuity, prohibit any activity or construction on the Project Property inconsistent with the total Project set forth in Exhibit A. Grantee shall deliver a copy of the environmental covenant to ODNR upon completion of the Project.
10. **Monitoring Access.** For a period of no less than fifteen (15) years after the Completion Date, Grantee shall permit or ensure ODNR and its representatives or agents to access the Project Property for the purpose of conducting nutrient related monitoring. Upon completion of the project, the parties shall agree upon reasonable access terms, including, but not limited to data and sample collection at the project site, use of equipment to conduct monitoring, and timing of monitoring.
11. ODNR's only liability under this Agreement shall be for the advancement of the grant funds described herein. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.
12. The Grantee will keep and make all Project-related records available to ODNR, the state Auditor or the Auditor's designee for a period of not less than five (5) years after the date of the Project completion. The Grantee acknowledges that the Auditor of State or ODNR may audit the Project at any time, including before, during and after completion.

H2Ohio Grant Award Agreement Between Fairfield County Park District and ODNR
Legal Contract ID No. 2023-2153

13. The Grantee assures compliance with the following Federal, State, and local laws and regulations, for the Project:

a. Prevailing wage pursuant to ORC Chapter 4115

The Grantee agrees that it will fully comply with Ohio's prevailing wage laws pursuant to Ohio Revised Code Chapter 4115.

b. Worker's Compensation

The Grantee agrees that it will fully comply with Ohio's Worker's Compensation Laws.

c. Equal Opportunity Laws

The Grantee agrees that it will fully comply with all state and federal non-discrimination laws and promptly comply with all requests and directions from the State of Ohio in this regard.

d. Domestic Steel pursuant to ORC 153.011

To the extent applicable, the Grantee agrees to comply with Ohio Revised Code 153.011.

e. Environmental and Historical Preservation Laws and Regulations

The Grantee assures compliance with all applicable Federal, State, and local environmental and historic preservation laws and regulations pertaining to the Project.

f. Drug-free Workplace

The Grantee agrees to comply with all applicable State and Federal laws regarding a drug-free workplace. The Grantee will make a good faith effort to ensure that all contract employees, while working on Grantee's property, will not purchase, transfer, use or possess illegal drugs or abuse prescription drugs in any way.

g. Laws of Professional Design

The Grantee will comply with all laws that may require approval of the Project by a registered professional engineer, surveyor, architect, or landscape architect.

14. The Grantee agrees it will comply with any other Federal, State, and local laws and regulations applicable to the Project, whether now known or later identified.

H2Ohio Grant Award Agreement Between Fairfield County Park District and ODNR
Legal Contract ID No. 2023-2153

- 15.** The Grantee affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section to be awarded state funds.
- 16.** ODNR reserves the right to terminate this Agreement if the Grantee is unable to proceed with the Project described in this Agreement, or if Grantee violates any of the terms of this Agreement (a “Default”). If ODNR believes a Default has occurred, ODNR shall provide written notice of its intent to terminate this Agreement reasonably identifying the Default. Grantee shall have thirty (30) days from receipt of such notice to cure such Default. During this thirty (30) day period, Grantee shall not incur any additional expenses on the Project unless and until the Default is cured.
- 17.** The Grantee will assure that monies expended under this Agreement are spent in conformity with their intended purpose as provided by Am. Sub. H.B. No. 166, 133rd General Assembly, Section 126.60 of the Ohio Revised Code. ODNR agrees that the expenditure of monies by Grantee to complete the Project in a manner consistent with Exhibit A will conform with the intended purposes of Section 126.60 of the Ohio Revised Code.
- 18.** The Grantee certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio’s ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 19.** No personnel of either Party who exercises any functions or responsibilities in connection with the review or approval of this Agreement shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to this Agreement. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest shall immediately disclose his or her interest to the other Party in writing. Thereafter, he or she shall not participate in any action affecting the Project, unless the other Party determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

H2Ohio Grant Award Agreement Between Fairfield County Park District and ODNR
Legal Contract ID No. 2023-2153

20. The Grantee hereby certifies that neither it nor, to the best of its knowledge any of its officers or directors, or the spouse of any such person, has made contributions to the ODNR or the Governor in excess of the limitations specified in R.C. 3517.13.
21. If any provisions hereof (or the application thereof to any person, firm or corporation or to any circumstances) shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement (or the application of such invalid provision to such persons, firms or corporations or circumstances other than those as to which it is invalid or unenforceable), shall not be affected thereby, and said provisions hereof shall be valid and enforceable to the fullest extent permitted by law.
22. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio.
23. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
24. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by the Grantee, without the prior written consent of ODNR.
25. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
26. This Agreement is not binding upon ODNR unless executed in full. This Agreement is effective as of the last date of signature by ODNR.
27. All notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses set forth above. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. All Notices required or permitted to be given pursuant to the terms of this Agreement shall be respectively addressed as follows:

For ODNR:

Rachel DeNoewer

H2Ohio Grant Award Agreement Between Fairfield County Park District and ODNR
Legal Contract ID No. 2023-2153

2045 Morse Road, Bld. F
Columbus, Ohio 44229
Rachel.DeNoewer@dnr.ohio.gov

For Grantee:

Marcey Shafer
9270 Pickerington Road
Pickerington, Ohio 43147
(614) 321-4833
mshafer@fairfieldcountyparks.org

Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

- 28. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- 29. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

IN TESTIMONY WHEREOF, the Grantee and ODNR have caused this Agreement to be executed by their respective officers on the dates indicated below.

FOR GRANTEE

DocuSigned by:
Marcey Shafer
5777AE2A0A2A487...

Marcey Shafer
Director

November 27, 2023

Date

FOR THE ODNR

DocuSigned by:
Mary Mertz
6DC82A2DBC484A7...

Mary Mertz
Director

November 28, 2023

Date

Signature Page

Resolution No. 2024-04.23.u

A Resolution Regarding an Agreement between the Fairfield County Board of Commissioners and the Fairfield County Park District (FCPD) for a Loan for Contractual Services Related to the Two Glaciers Wetland Restoration Project and an H2Ohio Statewide Wetland Grant

(Fairfield County Park District)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2024-04.23.v

A resolution authorizing the approval of a contract agreement by Fairfield County Board of County Commissioners and Enviro Construction Co.

WHEREAS, Regional Planning is requesting the Board of Commissioners approval of a contract agreement with Enviro Construction Co., 8492 Jug Street, Alexandria, OH. 43001; and

WHEREAS, the purpose of the contract agreement is to CDBG Program Year 2022, Village of Pleasantville – Street Storm Sewer Improvement Project; and

WHEREAS, this agreement shall be effective April 23, 2024 through August 31, 2024.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached contract agreement with Enviro Construction Co.

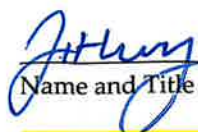
Prepared by: Joshua Hillberry
cc: Regional Planning

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
1. Under \$75,000
 2. State Term #: _____ (copy of State Term Contract must be attached)
 3. ODOT Term #: _____ (See R.C. 5513.01)
 4. Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. Emergency (Follow procedure under ORC 307.86(A))
 6. Sole Source (attach documentation as to why contract is sole source)
 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. Obtained 3 quotes for purchases under \$75,000 (as applicable)
 4. Purchase Order is included with Agreement

Signed this 12 day of April, 2024.

 JOSHUA HILLBERRY REGIONAL PLANNER
Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

BID PACKET
FOR
FAIRFIELD COUNTY – CDBG – VILLAGE OF
PLEASANTVILLE STREET STORM SEWER
IMPROVEMENT PROJECT

BID OPENING DATE: MARCH 1, 2024

FUNDED BY: FAIRFIELD COUNTY PY 2022 CDBG

OWNERS: FAIRFIELD COUNTY COMMISSIONERS

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INSTRUCTIONS TO BIDDERS

1. **RECEIPT AND OPENING OF BIDS:** The Fairfield County Commissioners (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at their office located at the Fairfield County Record's Center, 138 West Chestnut Street, Lancaster, Ohio 43130 until 11:00 a.m., March 1, 2024, and then at 11:00 a.m. at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to: The Fairfield County Commissioners, Fairfield County Record's Center, 138 West Chestnut Street, Lancaster, Ohio 43130 and designated as bid for: Fairfield County – CDBG – Village of Pleasantville E Columbus St and Pearl St Storm Sewer Improvements.

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. 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 sixty (60) days after the actual date of the opening thereof.

2. **PREPARATION OF BID:** Each bid must be submitted on the prescribed form and accompanied by a Bid Bond, Certified Check, or Letter of Credit, the Noncollusion Affidavit, and the Statement on Delinquent Taxes. 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. **WRITTEN MODIFICATION:** Any bidder may modify his/her bid by written communication at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the written modification over the signature of the bidder was mailed prior to the closing time. The written 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 written modification.
4. **METHOD OF BIDDING:** The Owner invites unit price bids as indicated in the Bid Form, Section E.

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 an event, the work shall be done at the sole expense and risk of the bidder, and he shall maintain and restore the site to its 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: Verdantas, Trevor McLean, tmclean@verdantas.com, phone: 740-344-5451 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 or faxed 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.

- Requirements
- (j) (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 a 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. All services under this Contract must take place in the United States of America.

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-4 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. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- B. 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.
- C. 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.

- G. The Policies as listed above shall all contain 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 Fairfield County Commissioners.
 - (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/or 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 91-596), 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 4101:9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to their health.

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 Engineer and the Owner prior to any work beginning on the effected 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 fails 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.

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: 100% upon 100% completion and approval by the Village of Pleasantville. The Owner's Representative shall certify on the pay request that he approved the completed work prior to the Owner making payment. Upon receipt of an approved request for payment from the Contractor, the Owner shall submit a drawdown request to the Ohio Department of Development for CDBG funds to pay the contractor. A turnaround time of 30-40 days is expected from the date the Owner receives an invoice approved by the Project Engineer/Architect before said funds are forwarded to the Owner.

It is important that the progress schedule be based on achievable goals, and that the Contractor make every effort to meet target dates. The Owner may hold the proceeds of a CDBG drawdown for only a short period. If the funds from the drawdown are not expended during the prescribed period, those funds must be returned and a new drawdown requested. This causes delay in making payments to contractors.

the same limit for each person in an amount not less than \$*_____ on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$_____*

*See page C-3

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.

**GENERAL SPECIFICATIONS
(AS NOTED ON THE PLANS
AND AS FOLLOWS)**

DIVISION 1 – GENERAL

- 01010 Summary of Work
- 01039 Coordination and Meetings
- 01300 Submittals
- 01400 Quality Control
- 01550 Traffic Control/Work Within Right-of-Way
- 01600 Material and Equipment

DIVISION 2 – SITEWORK

- 02050 Driveway, Parking Areas and Walks

DIVISION 3 – CONCRETE

- 03300 Cast-in-Place Concrete

Page:

Addenda:

Number:

Date:

Bidder agrees to perform all the work described in the specifications for the unit prices provided on the attached "Bid Sheet."

The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

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 60 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 the General Conditions. The 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.

Respectfully submitted:

By _____
(Signature)

(Title)

(Business Address and Zip Code)

(Telephone Number and Fax Number)

(Federal I.D. #)

(Email Address)

(SEAL - if bid is by a corporation)

BASE BID - VILLAGE OF PLEASANTVILLE - E COLUMBUS ST. & PEARL ST. STORM SEWER IMPROVEMENTS

Line No.	Description	Quantity	Unit	Unit Price			Extended Price (Quantity x Total)
				Labor	Materials	Total (L+M)	
1	MOBILIZATION / DEMOBILIZATION	1	LS				
2	EXCAVATION / REMOVAL, PER PLAN	1	LS				
3	15" HDPE DUAL WALL STORM SEWER, PER PLAN	950	FT				
4	12" HDPE DUAL WALL STORM SEWER, PER PLAN	410	FT				
5	8" HDPE DUAL WALL STORM SEWER, PER PLAN	20	FT				
6	6" SCH. 40 PVC DRAIN PIPE, PER PLAN	25	FT				
7	CATCH BASIN 2-2B, COMPLETE	13	EA				
8	CONCRETE BORDER, COMPLETE	6	EA				
9	STORM SEWER ENDWALL, COMPLETE	1	EA				
10	PAVEMENT REPAIR (LSM), PER PLAN	35	SY				
11	GRAVEL DRIVE REPAIR, PER PLAN	460	SY				
12	4" CONCRETE SIDEWALK, PER PLAN	2,768	SF				
13	6" CONCRETE SIDEWALK, PER PLAN	690	SF				
14	ADA CURB RAMP W/ DETECTABLE WARNING, PER PLAN	2	EA				
15	SANITARY SEWER LATERAIL RELOCATED	2	EA				
16	MAILBOX REMOVED AND REINSTALLED, COMPLETE	10	EA				
17	SIGN REMOVED AND REINSTALLED, COMPLETE	5	EA				
18	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS				
19	SITE RESTORATION	1	LS				
TOTAL BASE BID (sum lines 1:19) IN WORDS and NUMBERS							

SUBMITTED BY: _____

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 alternate 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 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 hereof 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

NONCOLLUSION AFFIDAVIT

State of _____

County of _____

BID Identification _____

CONTRACTOR _____,

being first 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 false 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

CONTRACT

THIS AGREEMENT made this 1 day of April, 2024, by and between Enviro Construction Co.¹ hereinafter called the "Contractor", and Fairfield County 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, Fairfield County – CDBG – Village of Pleasantville E Columbus St and Pearl St Storm Sewer Improvements all in strict accordance with the Contract Documents including all addenda thereto, numbered N/A, all as prepared by Verdantas, acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed \$ 282,346.00 subject to additions and deductions as provided elsewhere in the contract documents.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda (N/A)

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

² Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

c. All documents of the Bid Packet entitled: Bid Packet for Fairfield County – CDBG – Village of Pleasantville E Columbus St and Pearl St Storm Sewer Improvements and dated February 2024 and including:

- Notice to Contractors
- Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referenced or included)
- Proposal Forms, as executed
- Agreement Forms, as executed
- Federal Requirements
- Federal Labor Standards Provisions
- Federal Davis-Bacon Wage Decision

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 three original copies on the day and year first above written.

CONTRACTOR:

Mark A. Cox
Signature

Mark A. Cox
Typed/printed name

Owner
Title

OWNER:

FAIRFIELD COUNTY COMMISSIONERS

Signature

Typed/printed name

President
Title

NOTICE OF AWARD

To: Enviro Construction Co.

PROJECT Description: Fairfield County – CDBG – Village of Pleasantville E Columbus St and Pearl St Street Storm Sewer Improvements Project

The OWNER has considered the BID submitted by you on March 1, 2024 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 \$282,346.00.

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 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 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 liability as 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 12th day of March, 2024.

FAIRFIELD COUNTY COMMISSIONERS

Owner

By:

Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ on this day of _____, 2024

By: Mark A. Cox
Name and Title: Mark A. Cox, Owner

cc: CONTRACTOR'S Surety

F - 4



Mark A Cox was presented on 4/4/2024
State of Ohio
Licking County
Paula Parlett
Notary

**NOTICE OF COMMENCEMENT FOR
PUBLIC IMPROVEMENT
SECTION 1311.252 OHIO REVISED CODE**

Notice is hereby given by the undersigned public authority that construction will commence for the following public improvement:

1. The public improvement is identified as:

Name: Fairfield County – CDBG – Village of Pleasantville E Columbus
St and Pearl St Storm Sewer Improvements

Location: Village of Pleasantville

Project Number: N/A

2. The public authority's name and address:

Fairfield County Commissioners

210 East Main Street, Room 301

Lancaster, Ohio 43138

3. The name and address of all principal contractors involved with the public improvement, and the trade of each principal contractor:

Principal Contractors	Trade
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
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CHANGE ORDER

Order No. 1

Date: _____

Agreement Date: _____

NAME OF PROJECT: Fairfield County – CDBG – Village of Pleasantville E Columbus St and Pearl St Storm Sewer Improvements

OWNER: Fairfield County

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE: \$ _____

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME: _____

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all WORK will be same as original contract(Date)

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of the Fairfield County 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.

Date: _____

**CONSTRUCTION CONTRACTS
FINAL INSPECTION APPROVAL FORM**

I, _____, have inspected the work performed by _____ on the _____
_____. All work has been performed and completed according to Contract specifications, thereby giving clearance for final payment to _____ for the Fairfield County – CDBG – Village of Pleasantville E Columbus St and Pearl St Storm Sewer Improvements, upon approval of _____.

The actual Performance Outcome of the project was:

_____.

Project Inspector

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 Engineer, 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.

D. ASBESTOS HAZARDS

Asbestos has been identified by the U.S. Environmental Protection Agency (U.S. EPA) as a hazardous substance under the Clean Air Act's National Emission Standards for Hazardous Air Pollutants (NESHAP) at 40 CFR 61 Subpart M. Furthermore, U.S. EPA identifies the primary asbestos emission source as friable asbestos emitted during renovation and demolition of buildings and other structures and during its subsequent disposal.

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 nondiscrimination 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.

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 trade on all construction work in the covered area, are as follows:

Goals for Minority Participation	Goals for Female Participation
10%	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 goals 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 certification (form enclosed herein) 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

- (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

- e. Develop on-the-job training opportunities and/ or participate in training programs for 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 or 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 openings, screening procedures, and tests to be used in the selection process.

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 under utilized).
- (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 efforts 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.

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

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 1974.

(a) No person in the United States shall on the ground 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.

TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NUMBER POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NUMBER POSITION NOT CURRENTLY OCCUPIED	NUMBER POSITIONS TO BE FILLED WITH IL.I.P.A.R.*
OFFICES/SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE				
JOURNEYMEN	4	4	Ø	Ø
HELPERS				
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
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 Fairfield County whose family income does not exceed 80% of the median income in the MSA.

Enviro Construction Co.
COMPANY

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

NAME OF PRIME CONTRACTOR: Enviro Construction Co.	PROJECT NUMBER: N/A
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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 such report is submitted.

CONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF BIDDER (Include ZIP Code) Enviro Construction Co.
8492 Jug St
Alexandria, OH 43001

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 ever 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 type) Mark A. Cox, Owner

SIGNATURE <u>Mark A. Cox</u>	DATE <u>4/1/2024</u>
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Modeled after form HUD-12

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

NAME OF PRIME CONTRACTOR: <i>None</i>	PROJECT NUMBER:
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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 subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code) *None*

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 ever 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 type)

SIGNATURE	DATE
-----------	------

Modeled after form HUD-12

CONTRACTOR'S CERTIFICATION

COMPLIANCE WITH AIR AND WATER ACTS

TO:

Village of Pleasantville / Fairfield County
CITY/VILLAGE/COUNTY

PROJECT: Village of Pleasantville E Columbus St and Pearl St Storm Sewer Improvements

I, the undersigned, having executed a contract for the above identified project, acknowledge that:

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 nonexempt contract or subcontract, is not listed on the 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 for 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.

NOTE: Applicable only to Federally assisted Construction contracts and related subcontracts exceeding \$100,000.

Acknowledged by Mark A. Cox
Contractor

Title: Owner

Date: 4/1/24

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

Grantee Number: _____

Project Name: Village of Pleasantville E Columbus St and Pearl St Storm Sewer Improvements

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 101-19.603).

Engineer for the project:
(Legal name and address) _____

Signature: _____

(Print Name)

Date: _____

Name of Chief Local
Executive Official: _____

Signature: _____

Date: _____

LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any Contractor for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

¹¹ The Office of Community Development (OCD) grantee must enter the OCD grant number, project name, and activity name. The grantee must enter initials and date after performing a basic review (e.g., form is complete and Labor Hour Classifications accurately reflect indicated Section 3 Status). The grantee may request additional information or supporting documentation to clarify inaccuracies or omissions.

Ohio Department of Development
Office of Community Development

Section 3 Business Self-Certification

Business Name Enviro Construction Co.
Street Address 8492 Jug St
City Alexandria
State Ohio
Zip Code 43001

Business Phone Number 614-937-7454
Business Website enviroconstruction.org
Business Point of Contact Mark Cox
Business Email ENVIRO@ENVIRO.CC.ORG

Type of Business: (Check One): Corporation Partnership Sole Proprietorship Other

In accordance with 24 CFR 75, a business must meet at least one of the following criteria, documented within the last six-month period, to self-certify as a Section 3 business concern. Select all that apply:

The business is at least 51 percent owned and controlled by low- or very low-income persons¹;

Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers²; or

The business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.³

The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75.

Date: 4/1/24
Signature: Mark A. Cox
Name: Mark A. Cox
Title: Owner

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>. Business may be required to provide proof of ownership and a completed Section 3 Worker Status Certification form for each owner.

² Business may be required to provide full staff payrolls for the prior three-month period and completed Section 3 Worker Status Certification forms for all personnel.

³ Business may be required to provide proof of ownership and verification of residence in public housing or Section 8-assisted housing.

Ohio Department of Development
Office of Community Development

Section 3 Worker Status Certification

An individual who works or seeks to work on a Section 3 project must certify his/her eligibility to be classified as a Section 3 Worker or Targeted Section 3 Worker, as defined in 24 CFR part 75. The status of a Section 3 Worker or Targeted Section 3 Worker shall not be negatively affected by a prior arrest or conviction.

Please select the applicable classification.

I am a worker who currently fits or when hired within the past five years fit one of the following categories, as documented:

Section 3 Worker

My income for the previous calendar year is below the income limit¹ established by HUD;

Targeted Section 3 Worker

I am a YouthBuild participant²; or

Unclassified

None of the above.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 self-certification eligibility requirements in accordance with 24 CFR part 75.

Date: 4/1/24

Signature: Mark A. Cox

Name: Mark A. Cox

Address: 8492 Jug St, Alexandria, OH 43001

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>.

² Individual may be required to provide evidence that he/she is a YouthBuild participant.

A. 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.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work 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 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 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 classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) 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 be easily seen by the workers.

(ii) Additional Classifications.

- (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 therefor 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, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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. The Administrator, or an authorized representative, will issue a 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 1235-0023.)

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request 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 contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (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 provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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; and
 - (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 subparagraph (a)(3)(ii)(b).
 - (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 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. 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 grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** 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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services, 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.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, 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 caused 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

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. 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 the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 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 B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the 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 B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (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 U.S. 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 B(2) of this paragraph.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her 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 29 CFR Part 1926 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), 40 U.S.C. § 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor 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 Mark A Cox, the duly authorized representative of Enviro Construction Co. (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 sub-contractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of federal prevailing wage rates by its sub-contractors while performing work under this contract. If the sub-contractor 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 sub-contractors, review 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 affectively.

BY: Mark A. Cox DATE: 4/1/24
TITLE: Owner

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE 4/1/24
C/O Environ Construction Co.	PROJECT NUMBER (IF ANY) N/A
	PROJECT NAME: <u>Fairfield County – CDBG – Village of Pleasantville E Columbus St and Pearl St Storm Sewer Improvements</u>

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

Enviro Construction Co. LLC

(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
Mark Cox	Owner	8492 Jug St, Alexandria Ohio 43001

(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):

None

NAME	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

Date: 4/1/24

Mark A. Cox

(Contractor)

Mark A. Cox
(By)

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 same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

(Contractor)

(By)

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 same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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
- _____ (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	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR

MINIMUM WAGES

STATE OF OHIO)
)
)
COUNTY OF _____)

SS: _____

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

OF THE _____, DO HEREBY
(Name of Contractor or Subcontractor)

CERTIFY THAT THE WAGES PAID TO ALL EMPLOYEES FOR THE FULL NUMBER OF
HOURS WORKED IN CONNECTION WITH _____
(NAME OF OWNER)

CONTRACT NO. _____, FOR _____
(Description of Project)

DURING THE FOLLOWING PERIOD FROM _____ TO _____

IS IN ACCORDANCE WITH THE MINIMUM RATES OF WAGES PRESCRIBED BY THE
CONTRACT DOCUMENTS. I FURTHER CERTIFY THAT NO REBATES OR DEDUCTIONS
FROM ANY WAGES DUE ANY PERSON HAVE BEEN DIRECTLY OR INDIRECTLY
MADE OTHER THAN THOSE PROVIDED BY LAW.

(Signature of Officer or Agent)

SWORN TO AND SUBSCRIBED IN MY PRESENCE THIS _____
DAY OF _____, _____.

Notary Public

Instructions For
PARTIAL WAIVER OF MECHANIC'S LIEN

- (1) Underlined Material May Require Editing
- (2) Number of Progress Payment
- (3) Amount of Progress Payment
- (4) Day - Effective Date of Progress Payment
- (5) Month - Effective Date of Progress Payment
- (6) Year - Effective Date of Progress Payment
- (7) Name of Project
- (8) Address of Project
- (9) Name of Owner
- (10) Name of Original Contractor
- (11) Day
- (12) Month
- (13) Year
- (14) Signature of Witness
- (15) Name of Party Waiving Lien
- (16) Name and Capacity of Signing Agent
- (17) Location of Acknowledgment

FEDERAL DAVIS-BACON PREVAILING WAGE RATE REQUIREMENTS

The Fairfield County – CDBG – Village of Pleasantville E Columbus St and Pearl St Storm Sewer Improvements is subject to the following Prevailing Wage Rates:

OH20190001

Attached are the Federal Prevailing Wage Rates applicable to this project as of the date this bid packet was compiled. The Contractor is responsible for ensuring that the wages paid to all employees reflect the wage rates that are current on the day of the bid opening.

Current Wage Rates may be obtained at the following website:

www.sam.gov

Ohio
Fairfield County
Heavy/Highway

BROH0001-001 06/01/2022

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0001-004 06/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.40	18.55

BROH0003-002 06/01/2022

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0005-003 06/01/2020

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 06/01/2022

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0007-002 06/01/2022

LAWRENCE

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0018-002 06/01/2022		

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0022-004 06/01/2022		

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0032-001 06/01/2022		

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0035-002 06/01/2022		

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0039-002 06/01/2022		

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0040-003 06/01/2022		

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.49	23.43

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.
Free standing stack work ground level to top of stack;

BROH0055-003 06/01/2022

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

CARP0003-004 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 26.20	17.42

CARP0069-003 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER.....	\$ 25.98	15.98

CARP0069-006 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 24.04	15.29

CARP0171-002 05/01/2019

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 27.37	20.02

CARP0200-002 05/01/2023

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,
GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,
MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 32.42	21.42
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 32.42	21.42

CARP0248-005 07/01/2008

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 27.27	14.58

CARP0248-008 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 25.15	15.92

DIVERS - \$250.00 per day

CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 48.11	17.33
Piledrivermen; Diver, Dry.....	\$ 32.07	17.33

CARP1871-008 05/01/2017

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet.....	\$ 45.80	18.84
Piledrivermen; Diver, Dry.....	\$ 30.53	18.84

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 38.34	16.95
Piledrivermen; Diver, Dry.....	\$ 25.56	16.95

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 37.34	16.07
Piledrivermen; Diver, Dry.....	\$ 24.89	16.07

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 40.65	17.62
Piledrivermen; Diver, Dry.....	\$ 27.10	17.62

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 31.74	16.41

CARP2239-001 07/01/2008

vacation for 2 or more years' service

ELEC0064-003 11/27/2023

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)
MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield,
Ellsworth, Coitsville, Goshen, Green, Jackson, Poland,
Springfield & Youngstown Townships), & TRUMBULL (Hubbard &
Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.90	20.08

ELEC0071-001 01/01/2019

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE,
FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING,
JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston
Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN,
MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver,
Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal
Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay,
Jefferson, Oxford, Perry, Salem, Rush, Washington & York
Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison,
Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 33.62	13.40
Groundmen.....	\$ 24.17	11.32
Linemen & Cable Splicers....	\$ 38.27	14.42

ELEC0071-004 01/01/2019

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI,
MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...\$	32.44	14.10
Municipal Power/Transit Projects.....	\$ 40.10	16.42
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...\$	25.06	12.26

	Rates	Fringes
ELECTRICIAN.....	\$ 34.25	21.26

* ELEC0082-006 11/28/2022

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.10 **	4.76
Installer/Technician.....	\$ 26.20	13.89

ELEC0129-003 02/27/2023

LORAIN (Except Columbia Township) & MEDINA (Litchfield & Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

ELEC0129-004 02/27/2023

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,
Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,
Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

ELEC0141-003 09/01/2019

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.63	25.87
ELECTRICIAN.....	\$ 30.38	25.87

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 06/05/2023

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.41	21.55

	Rates	Fringes
ELECTRICIAN.....	\$ 40.50	84%+36.47

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

 ELEC0306-005 05/29/2023

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 40.15	5.25%+20.85

 ELEC0317-002 05/29/2023

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 37.15	28.48

 ELEC0540-005 12/26/2022

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.28	27.04

 ELEC0573-003 06/05/2023

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 38.70	21.07

 ELEC0575-001 05/29/2023

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships),

COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 35.70	30.26
ELECTRICIAN.....	\$ 35.45	30.25

 ELEC1105-001 05/29/2023

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.45	24.22

 ENGI0018-003 05/01/2019

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.63	15.20
GROUP 2.....	\$ 38.53	15.20
GROUP 3.....	\$ 37.49	15.20
GROUP 4.....	\$ 36.27	15.20
GROUP 5.....	\$ 30.98	15.20
GROUP 6.....	\$ 38.88	15.20
GROUP 7.....	\$ 39.13	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.14	15.20
GROUP 2.....	\$ 37.02	15.20
GROUP 3.....	\$ 35.98	15.20
GROUP 4.....	\$ 34.80	15.20
GROUP 5.....	\$ 29.34	15.20
GROUP 6.....	\$ 37.39	15.20
GROUP 7.....	\$ 37.64	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid

PROJECTS		
GROUP 1 - C & D.....	\$ 35.96	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 2 - C & D.....	\$ 35.66	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 3 - C & D.....	\$ 31.76	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 4 - C & D.....	\$ 28.14	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 5 - C & D.....	\$ 25.03	19.66
ALL OTHER WORK		
GROUP 1.....	\$ 32.69	19.66
ALL OTHER WORK		
GROUP 2.....	\$ 32.42	19.66
ALL OTHER WORK		
GROUP 3.....	\$ 28.87	19.66
ALL OTHER WORK		
GROUP 4.....	\$ 25.58	19.66
ALL OTHER WORK		
GROUP 5.....	\$ 22.75	19.66

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

IRON0044-001 06/01/2022

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 32.37	22.30
Beyond 30-mile radius of Hamilton County Courthouse..	\$ 28.67	21.20
Up to & including 30-mile radius of Hamilton County Courthouse.....	\$ 27.60	20.70

IRON0044-002 06/01/2023

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 30.75	23.30
Ornamental; Structural.....	\$ 32.37	23.30

IRON0055-003 07/01/2023

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 25.40	23.87
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 34.25	28.20

IRON0147-002 06/01/2023

drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.69	24.05

IRON0549-003 12/01/2022

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM
(Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66

IRON0550-004 05/01/2023

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte. #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 33.00	22.27

IRON0769-004 06/01/2023

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

	Rates	Fringes
IRONWORKER.....	\$ 36.16	28.34

IRON0787-003 12/01/2023

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.30	23.95

LAB00265-008 05/01/2023

	Rates	Fringes
LABORER ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES GROUP 1.....	\$ 35.05	13.70

PAIN006-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95
COMMERCIAL REPAINT		
GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN007-002 07/01/2023

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 28.59	20.04
GROUP 2.....	\$ 29.59	20.04
GROUP 3.....	\$ 29.59	20.04
GROUP 4.....	\$ 29.59	20.04
GROUP 5.....	\$ 29.59	20.04
GROUP 6.....	\$ 29.59	20.04
GROUP 7.....	\$ 29.59	20.04
GROUP 8.....	\$ 29.59	20.04
GROUP 9.....	\$ 29.59	20.04

REPAINT IS 90% OF JR

Bridge Equipment Tender and Containment Builder....	\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....	\$ 26.30	10.20
Brush & Roller.....	\$ 25.30	10.20
Sandblasting & Hopper Tender; Water Blasting.....	\$ 26.05	10.20
Spray.....	\$ 25.80	10.20

PAIN0093-001 12/01/2022

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and
WASHINGTON COUNTIES

Rates Fringes

PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....	\$ 34.81	22.47
Power Generating Facilities.	\$ 31.66	22.47

PAIN0249-002 05/01/2023

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

PAINTER

GROUP 1 - Brush & Roller....	\$ 26.23	12.56
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....	\$ 26.23	12.56
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	\$ 26.98	12.56
GROUP 4 - Steeplejack Work..	\$ 27.18	12.56
GROUP 5 - Coal Tar.....	\$ 27.73	12.56
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....	\$ 34.94	12.56
GROUP 7 - Tanks, Stacks & Towers.....	\$ 29.87	12.56
GROUP 8 - Bridge Blaster, Rigger.....	\$ 37.94	12.56

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

Rates Fringes

PAINTER

Bridge Equipment Tenders and Containment Builders....	\$ 27.93	7.25
Bridges; Blasters; and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting;		

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

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

PAIN0788-002 06/01/2023

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.78	17.12
Structural Steel.....	\$ 27.38	17.12

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

PAIN1020-002 07/01/2023

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.64	15.56
Drywall Finishing & Taping..	\$ 27.39	15.56
Lead Abatement.....	\$ 28.39	15.56
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 27.39	15.56
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 26.89	15.56
Wallcoverings.....	\$ 27.39	15.56

All surfaces 40 ft. or over where material is applied to or labor performed on, above ground level (exterior), floor level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 05/01/2023

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 35.57	14.25
Brush; Roller.....	\$ 29.96	14.25
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 30.66	14.25
Spray.....	\$ 30.46	14.25
Stacks; Tanks; & Towers.....	\$ 32.77	14.25
Structural Steel & Swing Stage.....	\$ 28.81	14.25

PLAS0109-001 05/01/2023

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	19.02

PLAS0109-003 05/01/2023

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	19.02

PLAS0132-002 07/01/2023

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND
& WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 37.62	25.47

PLUM0050-002 07/03/2023

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 47.15	24.21

PLUM0055-003 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 &
Smith Road) & SUMMIT (N. of Rte. #303, including the corporate
limits of the city of Hudson)

	Rates	Fringes
PLUMBER.....	\$ 41.11	29.88

PLUM0083-001 07/01/2017

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 32.16	31.51

PLUM0094-002 05/01/2023

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.03	23.09

PLUM0120-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power
House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of
#303)

	Rates	Fringes
PIPEFITTER.....	\$ 45.62	27.30

PLUM0162-002 06/01/2022

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,
MONTGOMERY & PREBLE

	Rates	Fringes
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to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 32.23	35.40

PLUM0577-002 06/01/2023

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.98	26.48

PLUM0776-002 07/01/2023

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 40.07	28.95

TEAM0377-003 05/01/2023

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.49	16.40
GROUP 2.....	\$ 31.91	16.40

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination; Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

TEAM0436-002 05/01/2023

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.00	18.95
GROUP 2.....	\$ 32.50	18.95

GROUP 1: Straight & Dump, Straight Fuel

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **24003888 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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COUNTY COMMISSIONERS
210 E MAIN ST 3RD FLOOR
LANCASTER, OH 43130

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ENVIRO CONSTRUCTION CO
8492 JUG ST
ALEXANDRIA, OH 43001

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COUNTY COMMISSIONERS
210 E MAIN ST 3RD FLOOR
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		4193	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
03/28/2024	15420		CDBG
NOTES			

PO Requisitioner Name : Staci Knisley
E mail Address : staci.knisley@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Village of Pleasantville Street Storm Sewer Improvement Project GL Account: 12278812 - 570000	1.0	EACH	\$281,646.00	\$281,646.00
GL SUMMARY					
	12278812 - 570000			\$281,646.00	

Invoice Date ___/___/___ Invoice Amount \$ _____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$281,646.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 03/28/2024

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total **\$281,646.00**

For Department Use ONLY

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	Enviro Construction Company	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.	
	<input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
	Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
5 Address (number, street, and apt. or suite no.). See instructions.		
8492 Jug Street		
6 City, state, and ZIP code		
Alexandria, Ohio 43001		
7 List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
2	6	-	3	7	9	5	5	6	5

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	<i>Mark A. Cox</i>	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus OH 43215-2256

Governor **Mike DeWine**
Administrator/CEO **John Logue**

www.bwc.ohio.gov
1-800-644-6292

04/24/2023
Date Mailed

#BWNFVSQ
#XX19880389#

ENVIRO CONSTRUCTION COMPANY LLC
8492 JUG ST
ALEXANDRIA OH 43001-9711

IMPORTANT DOCUMENT: REMOVE AND POST



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01572846

Period Specified Below
07/01/2023 to 07/01/2024

ENVIRO CONSTRUCTION COMPANY LLC
8492 JUG ST
ALEXANDRIA OH 43001-9711



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LRI Associates LLC 94 N Sandusky St, Suite 201 Delaware OH 43015		CONTACT NAME: Rachel Marchant PHONE (A/C. No. Ext): (740)362-0255 E-MAIL ADDRESS: rrmarchant@lrins.com FAX (A/C. No): (740)362-0256	
INSURED Enviro Construction Company LLC 8492 Jug St Alexandria OH 43001		INSURER(S) AFFORDING COVERAGE INSURER A : Erie Insurance INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 26263	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	Q61-0085087	03/19/2024	03/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	Q03-6940018	03/19/2024	03/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Q61-0085087	03/19/2024	03/19/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			Q61-0085087	03/19/2024	03/19/2025	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Fairfield County Commissioners 210 E Main Street Lancaster OH 43130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Rachel P Marchant</i>

Fax: Email:

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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		INSURER(S) AFFORDING COVERAGE	
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		INSURER F :	
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Fax: Email:

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Bids & Proposals

Originally published at lancastereaglegazette.com on 02/09/2024

NOTICE TO CONTRACTORS

Sealed proposals for the Fairfield County – CDBG – Village of Pleasantville E Columbus St and Pearl St Storm Sewer Improvements will be received by the Fairfield County Commissioners at the Fairfield County Record's Center, 138 West Chestnut Street, Lancaster, OH 43130 until 11:00 a.m, March 1, 2024, and then at 11:00 a.m. at said office opened and read aloud.

Plans, Specifications, and bid forms may be secured at the Fairfield County Regional Planning Commission Office located at 138 West Chestnut Street, Lancaster, OH 43130.

An amount of

\$25.00 dollars will be required for each set of plans and specifications, check made payable to: Fairfield County Regional Planning. The full amount is non-refundable.

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 Fairfield County Commissioners 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 Fairfield County Commissioners. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond. Bids shall be sealed and marked as Bid for: and mailed or delivered to: Fairfield County – CDBG – Village of Pleasantville E Columbus St and Pearl St Storm Sewer Improvements. Fairfield County Regional Planning Commission

138 West Chestnut Street

Lancaster, OH 43130

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions. This contract is subject to Section 3 of the Housing and Urban Development Act of 1968 as amended 12 U.S.C. 1701u. Contractors should be aware of the regulations and reporting requirements associated with Section 3.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. The Fairfield County Commissioners reserves the right to waive any informalities or to reject any or all bids. The Engineer's cost estimate with contingencies is Three Hundred Three Thousand Dollars (\$303,000).

LEG, Feb. 9, 16, '24 #9824041

BASE BID - VILLAGE OF PLEASANTVILLE - E COLUMBUS ST. & PEARL ST. STORM SEWER IMPROVEMENTS

Line No.	Description	Quantity	Unit	Unit Price			Extended Price (Quantity x Total)
				Labor	Materials	Total (L+M)	
1	MOBILIZATION / DEMOBILIZATION	1	LS				
2	EXCAVATION / REMOVAL, PER PLAN	1	LS				
3	15" HDPE DUAL WALL STORM SEWER, PER PLAN	950	FT				
4	12" HDPE DUAL WALL STORM SEWER, PER PLAN	410	FT				
5	8" HDPE DUAL WALL STORM SEWER, PER PLAN	20	FT				
6	6" SCH. 40 PVC DRAIN PIPE, PER PLAN	25	FT				
7	CATCH BASIN 2-2B, COMPLETE	13	EA				
8	CONCRETE BORDER, COMPLETE	6	EA				
9	STORM SEWER ENDWALL, COMPLETE	1	EA				
10	PAVEMENT REPAIR (LSM), PER PLAN	35	SY				
11	GRAVEL DRIVE REPAIR, PER PLAN	460	SY				
12	4" CONCRETE SIDEWALK, PER PLAN	2,768	SF				
13	6" CONCRETE SIDEWALK, PER PLAN	690	SF				
14	ADA CURB RAMP W/ DETECTABLE WARNING, PER PLAN	2	EA				
15	SANITARY SEWER LATERAIL RELOCATED	2	EA				
16	MAILBOX REMOVED AND REINSTALLED, COMPLETE	10	EA				
17	SIGN REMOVED AND REINSTALLED, COMPLETE	5	EA				
18	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS				
19	SITE RESTORATION	1	LS				
TOTAL BASE BID (sum lines 1:19) IN WORDS and NUMBERS							

SUBMITTED BY: _____

BASE BID - VILLAGE OF PLEASANTVILLE - E COLUMBUS ST. & PEARL ST. STORM SEWER IMPROVEMENTS

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7	CATCH BASIN 2-2B, COMPLETE	13	EA				
8	CONCRETE BORDER, COMPLETE	6	EA				
9	STORM SEWER ENDWALL, COMPLETE	1	EA				
10	PAVEMENT REPAIR (LSM), PER PLAN	35	SY				
11	GRAVEL DRIVE REPAIR, PER PLAN	460	SY				
12	4" CONCRETE SIDEWALK, PER PLAN	2,768	SF				
13	6" CONCRETE SIDEWALK, PER PLAN	690	SF				
14	ADA CURB RAMP W/ DETECTABLE WARNING, PER PLAN	2	EA				
15	SANITARY SEWER LATERAIL RELOCATED	2	EA				
16	MAILBOX REMOVED AND REINSTALLED, COMPLETE	10	EA				
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SUBMITTED BY: _____

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6	6" SCH. 40 PVC DRAIN PIPE, PER PLAN	25	FT				
7	CATCH BASIN 2-2B, COMPLETE	13	EA				
8	CONCRETE BORDER, COMPLETE	6	EA				
9	STORM SEWER ENDWALL, COMPLETE	1	EA				
10	PAVEMENT REPAIR (LSM), PER PLAN	35	SY				
11	GRAVEL DRIVE REPAIR, PER PLAN	460	SY				
12	4" CONCRETE SIDEWALK, PER PLAN	2,768	SF				
13	6" CONCRETE SIDEWALK, PER PLAN	690	SF				
14	ADA CURB RAMP W/ DETECTABLE WARNING, PER PLAN	2	EA				
15	SANITARY SEWER LATERAIL RELOCATED	2	EA				
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9	STORM SEWER ENDWALL, COMPLETE	1	EA				
10	PAVEMENT REPAIR (LSM), PER PLAN	35	SY				
11	GRAVEL DRIVE REPAIR, PER PLAN	460	SY				
12	4" CONCRETE SIDEWALK, PER PLAN	2,768	SF				
13	6" CONCRETE SIDEWALK, PER PLAN	690	SF				
14	ADA CURB RAMP W/ DETECTABLE WARNING, PER PLAN	2	EA				
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TOTAL BASE BID (sum lines 1:19) IN WORDS and NUMBERS							

SUBMITTED BY: _____

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a contract agreement by Fairfield County Board of County Commissioners and Enviro Construction Co.

(Fairfield County Regional Planning Commission)

Approved as to form on 4/12/2024 2:27:35 PM by Amy Brown-Thompson,

A handwritten signature in blue ink that reads "Amy Brown-Thompson". The signature is written in a cursive style.

Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2024-04.23.v

A Resolution Authorizing the Approval of a Contract Agreement by Fairfield County Board of County Commissioners and Enviro Construction Co.

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2024-04-18
A resolution to Establish a Drainage Maintenance District for the South Hampton Subdivision.

WHEREAS, the South Hampton subdivision located in Fairfield County in Violet Township was conditionally approved by the Regional Planning Commission; and

WHEREAS, the County Engineer's Office has reviewed and recommended the establishment of a Drainage Maintenance District for said subdivision.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That this Board hereby approves the establishment of a Drainage Maintenance District for the South Hampton subdivision.

Prepared by: Joshua Hillberry
cc: Regional Planning



Fairfield County Engineer

3026 West Fair Avenue
Lancaster, Ohio 43130-8993
Telephone (740) 652-2300
FAX (740) 687-7055

JEREMIAH D. UPP, P.E., P.S.
FAIRFIELD COUNTY ENGINEER

December 7, 2023

Attn: Aundrea Cordle

Fairfield County Board of Commissioners
210 East Main St. Rm. 301
Lancaster, OH 43130-3879

RE: South Hampton Section 1, Phase 1
Drainage Maintenance District
Review and Proposed Assessments

Dear Ms. Cordle:

Attached are the assessments for the platted lots 1 through 13 and 33 through 38 of South Hampton Section 1, Phase 1.

This submission meets with the department's approval and includes the following:

- 1) Copy of Request for Maintenance Agreement (3 pages)
- 2) Copy of Waiver of Notice of Public Meeting (1 page)
- 3) Exhibit 'A' Copy of Maintenance Area (Preliminary Plan) (10 pages)
- 4) Exhibit 'B' Copy of South Hampton Section 1, Phase 1 (Plat) (9 pages)
- 5) Exhibit 'C' Copy of Proposed Lot Assessments (1 page)
- 6) Exhibit 'D' Copy of Engineer's Estimate (2 pages)

If these proposed assessments meet with the Board's approval, please so note by resolution.

Respectfully,

A handwritten signature in blue ink, appearing to read "K. Todd May", is written over a horizontal line.

K. Todd May
Subdivision Engineer

KTM

Cc: Holly Mattei, Regional Planning Commission, w/att.
Commissioner Davis
Commissioner Levacy
Commissioner Fix
File w/att.
Reading file

Attached: as noted

REQUEST FOR MAINTENANCE AGREEMENT

Whereas, SP Hill Road Development, Inc. is the title owner in fee simple of the real estate known as South Hampton consisting of approximately 50.9 acres of land in Township 15, Range 20, Section 21, Southeast Quarter of Violet Township, County of Fairfield, Ohio and

Whereas, said South Hampton real estate contains 164 lot and 4 open space parcels as set forth on the survey drawing, plat and amendments thereto as shall be recorded with the county of Fairfield recorder, and as described in Attachment "A", and

Whereas, said South Hampton real estate will contain a number of ditches, storm sewers, culverts, and general drainage areas, all of said areas being set forth on the plans showing the same as being within the drainage easements as shown on the survey drawing and described in the legal description in Attachment "A", and amendments thereto, and

Whereas, the plans have been designed by a Professional Engineer registered in the state of Ohio, and

Whereas, the County Engineer, as part of the subdivision review team, shall approve all the distiches, storm sewers, culverts, and general drainage areas as shown on the original plans and plat, and

Whereas, the improvements are to be constructed by the owner under the supervision and control of the Fairfield County Regional Planning Commission and shall meet the final approval of the County Engineer as constructed, and

Whereas, the owner agrees that this agreement along with the plan and schedules of the improvement shall be filed with the clerk of the Board of Commissioners of Fairfield County to locate and establish such as a public watercourse.

This Maintenance Agreement for drainage facilities is a part of the improvement plans of the above real estate (South Hampton) and the obligation to pay the maintenance fees shall pass with the Title to the property. There shall be inserted in each deed passing Title to any of the land herein by the owner of developer the words:

“Title to the fee includes the obligation to pay the drainage maintenance fee assessed, or to be assessed, by the County, pursuant to the Ohio Revised Code 6137 and following sections. This includes the obligation to pay such portion of the drainage maintenance fee assessment, or to be assessed, to the public corporations(s) as established in the original schedule, as amended from time to time.”

In addition, the following words shall be inserted on the Plat of the subdivision:

“All lots in the subdivision shall be part of a drainage district for the maintenance, repair and replacement of the drainage/storm sewer system serving the subdivision. Each lot shall be assessed in accordance with the rules and regulations governing such district for the inspections, maintenance, repair, and replacement of such drainage/storm sewer system.”

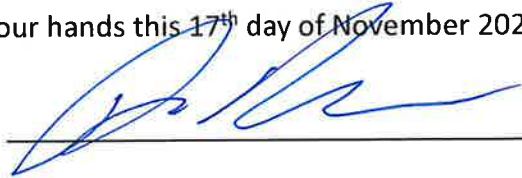
NOW, THEREFORE, the above owners wishes to have established by the Board of

Commissioners of Fairfield County, a Ditch Maintenance Fund pursuant to Section 6131.63 and Section 6137 of the Ohio Revised Code and have the lots and public areas assessed for the said maintenance.

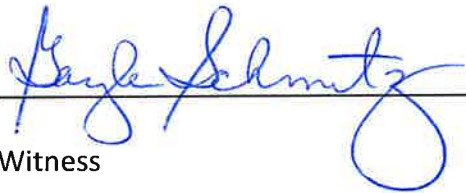
IN WITNESS WHEREOF, we have hereunto set our hands this 17th day of November 2023



Witness)



Berardino Palmieri, President



Witness

STATE OF OHIO, CUYAHOGA COUNTY, ss.

Before me, a notary public in and for the said county, state, personally appeared Berardino Palmieri who acknowledged that he did sign the foregoing instrument and that same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at CUYAHOGA COUNTY this 7th day of November, 2023.



KEITH JAMES MITCHELL
Notary Public, State of Ohio
My Commission Expires:
May 4, 2025



Notary Public

South Hampton Subdivision recorded in Cabinet _____ Slot _____.

WAIVER OF NOTICE OF PUBLIC MEETING

I, the undersigned, being and representing all the owners affected by the Request for Maintenance Agreement which has been submitted by me on behalf of SP Hill Road Development, Inc. and South Hampton Subdivision, hereby waive the holding of said public meeting since there are no other owners to object to said assessment, and hereby request that the said Maintenance Fund be immediately enacted.



Berardino Palmieri, President
SP Hill Road Development, Inc.

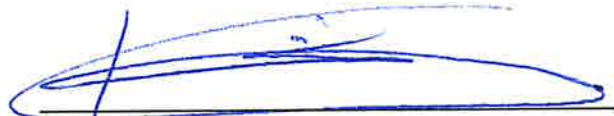
STATE OF OHIO, CUYAHOGA COUNTY, ss.

Before me, a notary public in and for the said county, state, personally appeared Berardino Palmieri who acknowledged that he did sign the foregoing instrument and that same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at
CUYAHOGA COUNTY this 7th day of November, 2023.



KEITH JAMES MITCHELL
Notary Public, State of Ohio
My Commission Expires:
May 4, 2025



Notary Public

This instrument was prepared by:



William Sanderson on behalf of SP Hill Road Development, Inc.

South Hampton

SE Quarter of Section 21, Township 15N, Range 20W
State of Ohio, County of Fairfield, Township of Violet



SINGLE-FAMILY SITE STATS

ACREAGE: 31.75 ACRES
 NO. S.F. LOTS: 69
 RIGHT-OF-WAY AC.: 4.49 AC.
 NET AC.: 27.26 AC.
 GROSS DENSITY: 2.1 LOTS/ACRE
 NET DENSITY: 2.5 LOTS/ACRE
 OPEN SPACE REQUIRED: 4.8 AC.=15%
 OPEN SPACE PROVIDED: 9.0 AC.=18%
 LINEAR FEET OF 50' R/W: 1395 L.F.
 LINEAR FEET OF 60' R/W: 2087 L.F.

SINGLE FAMILY SETBACKS

FRONT: 30'
 SIDE: 6' each side
 (12' min. Foundation to Foundation)
 REAR: 30'

PATIO HOME SITE STATS

ACREAGE: 19.15 ACRES
 NUMBER OF UNITS: 95 UNITS
 RIGHT-OF-WAY AC.: 3.51 AC.
 NET AC.: 15.64 AC.
 GROSS DENSITY: 4.9 UNITS/ACRE
 NET DENSITY: 6.0 LOT/ACRE
 LINEAR FEET OF 50' R/W: 3640 L.F.

PATIO HOME BUILDING SETBACKS

FRONT: 25'
 SIDE: 5' each side
 (10' min. Foundation to Foundation)
 INSIDE CURVE: 15' (from R/W)
 (see lots 19, 32, 33 & 46)
 REAR: 25'

TOTAL PD SITE STATISTICS

(EXCLUDING THE BIGUS PROPERTY)
 TOTAL ACREAGE: 50.90 ACRES
 TOTAL NO. UNITS/LOTS: 164
 (SINGLE-FAMILY LOTS = 69)
 (PATIO HOME UNITS = 95)
 TOTAL RIGHT-OF-WAY AC.: 8.0 AC.
 TOTAL NET AC.: 42.9 AC.
 TOTAL GROSS DENSITY: 3.2 LOTS/ACRE
 TOTAL NET DENSITY: 3.8 LOTS/ACRE
 EXISTING ZONING: PD
 OPEN SPACE REQUIRED: 7.6 AC.= 15%
 OPEN SPACE PROVIDED: 8.7 AC.=17%

LEGEND

- STORM SEWER
- SANITARY SEWER
- WATER LINE
- EXISTING WATERLINE
- EXISTING WATERLINE
- PERIMETER NO BUILD ZONE
- MULTI-USE PATH
- FORCE MAIN
- 4' VEGETATIVE DITCH



NOTES

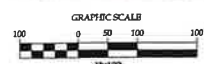
- NOTE "A" - The "30' Buffer / Tree Preservation / No Build Zone" setback for this site located along the east property line shall not allow permanent structures such as decks and/or patios, but shall allow trees, bushes and other landscape materials to be planted. All trees within this area shall be removed undisturbed with the exception of dead or poor conditioned trees or utility crossings may be removed. Utilities are allowed within this easement.
- NOTE "B" - 5' Sidewalks will be installed on both sides of each street and the cul-de-sac within the subdivision.
- NOTE "C" - All Reserves are to be owned and maintained by the South Hampton Homeowners Association.
- NOTE "D" - No Vehicular Access shall be permitted to Open Spaces "A"-"D" with the exception of maintenance vehicles. No Vehicular Access to be in effect until such time as the public street right-of-way is extended and dedicated by plat.
- NOTE "E" - All of South Hampton is located in the Flood Hazard Zone X as shown on the Federal Emergency Management Agency Flood Insurance Rate Map, Map Number: 59045001100, effective date JANUARY 6, 2012.
- NOTE "F" - Cluster Mailbox locations shown on Page 4 of this plan, subject to change during Final Engineering Stage.

BENCHMARKS

- Source Bench mark
 N.A.V.D. 88
- Bench marks are based on Static GPS observations performed in July of the year 2012 and are based on the Ohio State (NAVD 83), NAVD 88 Datum, or submitted to NGS OPUS for processing
- Site Bench marks:
- BM #1
 Top of Existing Ceiling, North of Southwestern Road on Existing 100' x 50' Lot - Royal Sanitary Sewer State Plane Coordinate Ohio South, Northing: 67162.8338, Easting: 1534918.6660
 Elevation = 801.88 (NAVD 88)
 - BM #2
 Top of Catch Basin Casting, South of Southwestern Road and South of Existing Sanitary Sewer State Plane Coordinate Ohio South, Northing: 67129.9882, Easting: 1534919.6434
 Elevation = 804.25 (NAVD 88)
 - BM #3
 Top of Catch Basin Casting, North of Southwestern Road, South of Future South Hampton Development and in between Thomas Anthony and Richard Coates on Project (see L.L.C. State Plane Coordinate Ohio South, Northing: 67111.8342, Easting: 1534918.7774
 Elevation = 809.10 (NAVD 88)

Prepared By:
WATCON
 CONSULTING ENGINEERS
 & SURVEYORS
 83 Shull Avenue
 Gahanna, Ohio 43230
 Ph. (614) 414-7979

PALMIERI BUILDERS
 5201 Richmond Road, Suite 1
 Bedford Heights, Ohio 44146
 Ph. 440-198-9411
 Dino Palmieri



DATE: SEPTEMBER 7, 2021
 REVISED: FEBRUARY 2, 2022
 REVISED: JUNE 3, 2022



SE Quarter of Section 21, Township 15N, Range 20W
State of Ohio, County of Fairfield, Township of Violet

PRE-TRIBUTARY MAP
FOR

South Hampton

Prepared For:



5901 Richmond Road, Suite 1
Canton Heights, Ohio 44116
Ph: 440-498-9411
Dino Palmieri

Prepared By:



83 Shaw Avenue
Canton, Ohio 44705
Ph: (614) 414-2929

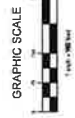
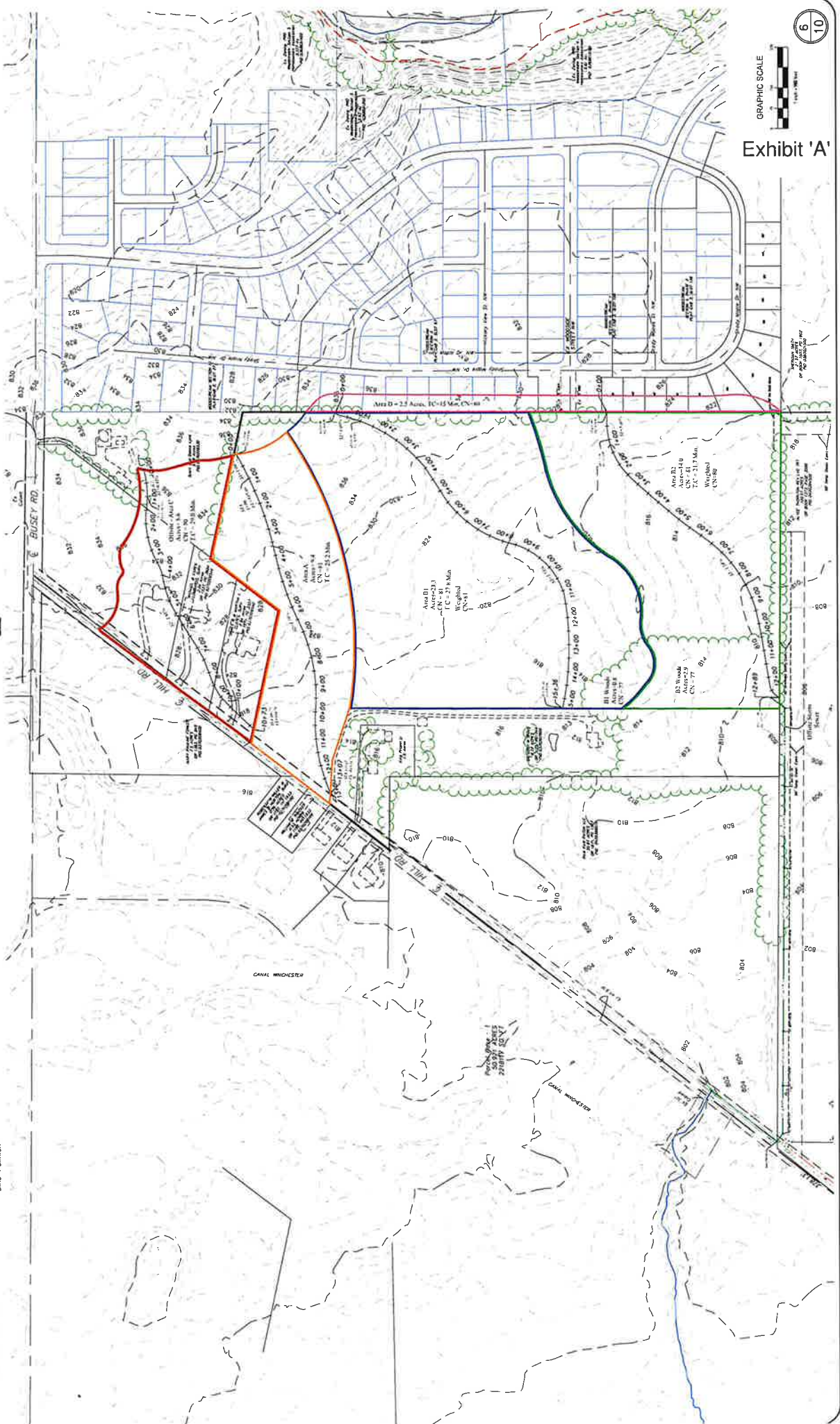


Exhibit 'A'



Exhibit 'A'



SE Quarter of Section 21, Township 15N, Range 20W
State of Ohio, County of Fairfield, Township of Violet

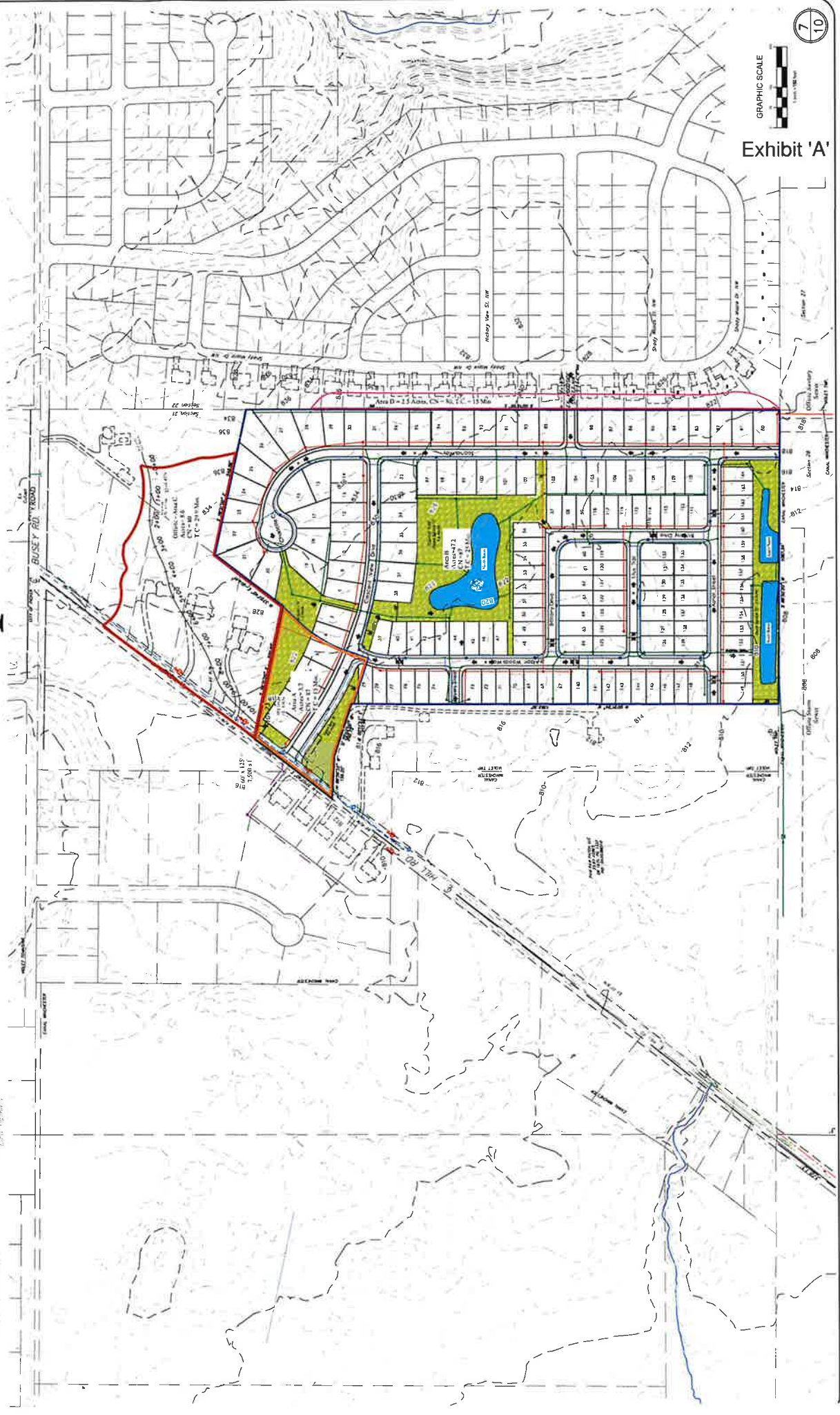
LEGEND
FLOOD ROUTING PATH

POST-TRIBUTARY MAP
FOR:

South Hampton

Prepared For:
**PALMIERI
BUILDERS**
5701 Scenicview Blvd., Suite 1
Akron, Ohio 44316
Tel: (330) 388-8811
Fax: (330) 388-8811

Prepared By:
WATCON
CONSULTING ENGINEERS
& SURVEYORS
Columbus, Ohio 43229
Ph: (614) 474-7273



Plat of Survey

Township of Violet, County of Fairfield, State of Ohio, part Southeast Quarter of Section 21, Township 15N, Range 20W.

PROPERTY LOCATION:

Being a Survey to combine Three parcels conveyed to South Hampton Development, LLC, as recorded in Instrument No. 202100017173, in the Fairfield County Deed Records, and being all of Auditor's P.P.N. 037-02095-00, P.P.N. 037-02095-10, and P.P.N. 037-02095-20.

The bearings of this plat are based on the South line of the Southeast Quarter of Section 17, as being S 89°50'20" W, and is an assumed Meridian used to denote angles only.

Legal Description

Combined South Hampton Development, LLC Parcels

Standard in the Township of Violet, County of Fairfield, State of Ohio, and being a part of the Southeast Quarter of Section 21, Township 15N, Range 20W, of the Congress Town, and being more particularly described as follows:

Being a Survey to combine three parcels with South Hampton Development, LLC, as recorded in Auditor's P.P.N. 037-02095-00, P.P.N. 037-02095-10, and Auditor's P.P.N. 037-02095-20, and being more particularly described as follows:

Containing of a portion found making the Southeast Quarter of Section 21 and Parcel of the conveyed to South Hampton Development, LLC, being the Southeast Quarter of Section 21 and Parcel conveyed to Alyse Lucille Thomson, Trustee of The Alyse Lucille Thomson Revocable Living Trust dated October 18, 2018, as recorded in Auditor's P.P.N. 037-02095-00, P.P.N. 037-02095-10, and being the UNDIVIDED PLACE OF BEGINNING of the 49.981 Acre Combined Parcel, herein to be described:

THAT S 89°50'20" W 185.20 feet to a 17" o.d. iron pipe found, and extending along the East line of a parcel conveyed to Midland & Associates, Inc., and Parcel of the conveyed to South Hampton Development, LLC, as recorded in Auditor's P.P.N. 037-02095-00, P.P.N. 037-02095-10, and being the Southeast Quarter of Section 21, Township 15N, Range 20W, of the Congress Town, and being more particularly described as follows:

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2. N 00°11'23" E 217.99 feet to a 2" o.d. iron pipe found;
3. S 20°54'35" W 242.20 feet to a 2" o.d. iron pipe found;
4. S 89°50'20" W 242.20 feet to a 2" o.d. iron pipe found;

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These bearings will check with the boundaries of said parcel corner of a Claim, the same being the boundaries of said Parcel Three conveyed to South Hampton Development, LLC, with the following two (2) courses and distances:

1. S 79°51'10" E 588.00 feet to a 17" o.d. iron pipe found, and passing over a 6" o.d. iron pipe found at 40.00 feet;
2. N 27°07'40" E 134.41 feet and extending along the East line of a parcel conveyed to Midland & Associates, Inc., and Parcel of the conveyed to South Hampton Development, LLC, as recorded in Auditor's P.P.N. 037-02095-00, P.P.N. 037-02095-10, and being the Southeast Quarter of Section 21, Township 15N, Range 20W, of the Congress Town, and being more particularly described as follows:

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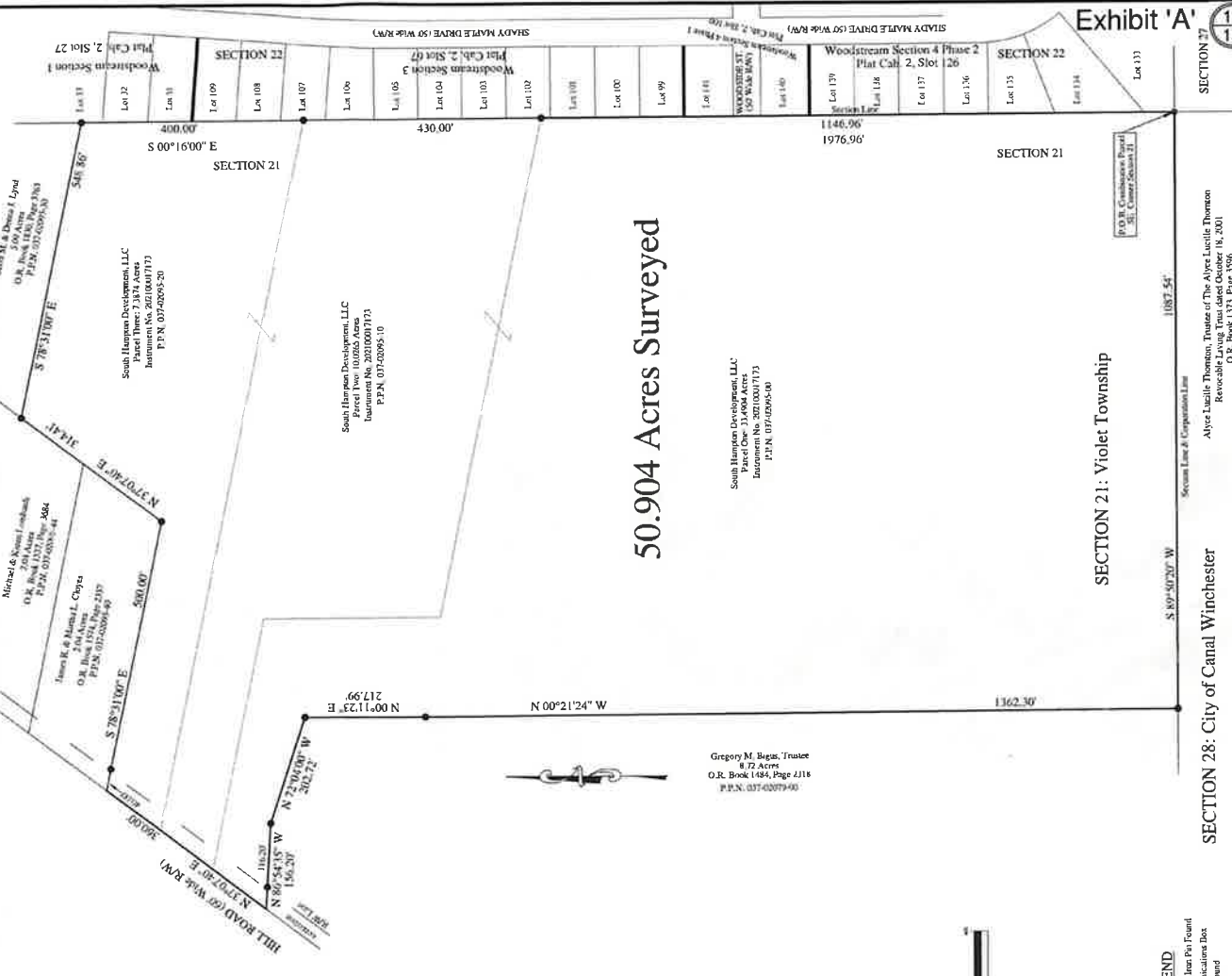
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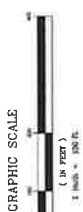
50.904 Acres Surveyed

Gregory M. Bigas, Trustee
O.R. Book 1484, Page A118
P.P.N. 037-02095-00

South Hampton Development, LLC
Parcel One - 31.4904 Acres
Instrument No. 20210001713
P.P.N. 037-02095-00

South Hampton Development, LLC
Parcel Two - 0.0025 Acres
Instrument No. 20210001713
P.P.N. 037-02095-10

Scott A. England, P.S.
Ohio Registered Surveyor #7452



SECTION 21: Violet Township

SECTION 28: City of Canal Winchester

LEGEND
● - 3/4" o.d. Iron Pipe Found
○ - Communications Box
■ - Stone Found

PREPARED BY:
WATCON
CONSULTING ENGINEERS
& SURVEYORS
83 Shull Avenue
Gahanna, Ohio 43230
Ph. (614) 414-7979
email: scott@watconeng.com

I hereby certify that an actual survey of the premises was made, and that this plat is correct to the best of my knowledge.
Date: 11/13/21
Scott A. England, P.S.
Ohio Registered Surveyor #7452

Alyse Lucille Thomson, Trustee of The Alyse Lucille Thomson Revocable Living Trust dated October 18, 2018
O.R. Book 1373, Page 5596
100.18 Acres

South Hampton Section 1, Part 1

Township of Violet, County of Fairfield, State of Ohio,
Township 15, Range 20, Section 21, Southeast Quarter

SITUATE

Situated in the Township of Violet, County of Fairfield, State of Ohio, of Violet, Township 15, Range 20, Section 21, Southeast Quarter, is a parcel of land containing or a 50.904 acre parcel parcel known as **SP HILL ROAD DEVELOPMENT, INC.** as recorded in Instrument #202300004129, while being part of P.E.N. 01707069502. All references to records being an file in the Office of the Recorder, Fairfield County, Ohio

OWNER AGREEMENT

I, the undersigned, **BERARDINO PALMIERI**, President of **SP HILL ROAD DEVELOPMENT, INC.** being the owner and lienholders, of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents **South Hampton Section 1, Part 1**, a subdivision containing Lots numbered 1-13 and 33-38 inclusive, Open Space "A", Open Space "B", and Open Space "C", do voluntarily consent to the execution of said plat and dedications to public use, as such, Hill Road (0.319 Acres), Crescent View Drive (1.465 Acres) and Alban Woods Way (0.053 Acres), shown herein.

In Witness Whereof, **BERARDINO PALMIERI**, President of **SP HILL ROAD DEVELOPMENT, INC.** have hereunto set their hand
this 21st day of November, 2023.

Signed and acknowledged
in the presence of:

WITNESSES:
[Signature]
WITNESS

SP Hill Road Development, Inc.

BY *[Signature]*
BERARDINO PALMIERI, President

STATE OF OHIO
COUNTY OF ~~Cuyahoga~~ Fairfield
Before me, a Notary Public in and for said State, personally appeared **BERARDINO PALMIERI**, President of **SP HILL ROAD DEVELOPMENT, INC.**, Acknowledged the signing of the foregoing instrument his voluntary act and deed and the free and voluntary act and deed of said company, for the uses and purposes expressed therein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this
21st day of November, 2023.

Notary Public, State of Ohio
My commission expires 5/16/25



I hereby certify that this plat represents a true and complete survey made by me or under my supervision in November 2023, and in place or will be in place by the time of street, locations and are correctly shown as to materials, locations and meets the latest provision of Ohio Administrative Code Chapter 4733-37 - Minimum Standards for Boundary Surveys in the State of Ohio.



By *[Signature]* 11/16/23 Date
Scott A England,
Professional Surveyor No. 7452

DEDICATION

Fairfield County Commissioners

Steve A. Davis

Jeff Fix

David LeVacy

[Signature]
Inspector D. [Name]
Fairfield County Engineer

[Signature]
Tony J. Vogel,
Fairfield County Sanitary Engineer

[Signature]
Holly Motte,
Director, Fairfield County
Regional Planning Commission

[Signature]
Kelly Soroka,
Violet Township Zoning Inspector

Carri L. Brown, PhD, MBA, CGFM,
Fairfield County Auditor

Lisa McKenzie,
Fairfield County Recorder

Approved and accepted, this _____ day of _____, 2023. The streets, roads, etc. herein dedicated to public use are hereby accepted on such by the County of Fairfield, State of Ohio.

This plot is hereby approved as of _____, however, streets are not accepted until inspected and approved.

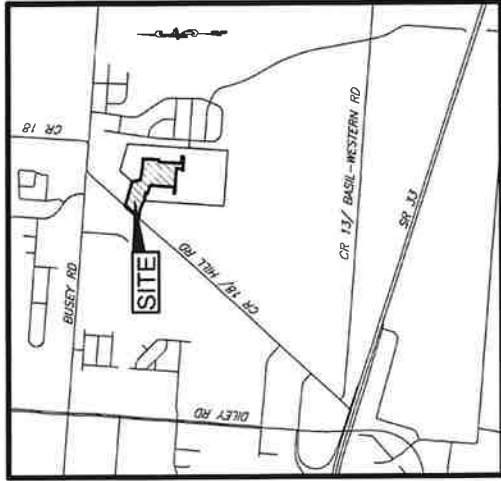
This plot is hereby approved as of _____, however, sanitary sewers and waterlines are not accepted until inspected and approved.

I hereby certify that this plat was approved by the Fairfield County Regional Planning Commission on _____, 2023. This approval becomes void unless this plat is filed for recording within one hundred and eighty (180) days of the above approval.

This plat is consistent with the current Violet Township Zoning Resolution.

I hereby certify that the land described by this plat was transferred on _____, 2023.

I hereby certify that this plat was filed for recording on _____, 2023, at _____ am-pm and that it was recorded on _____, 2023, in Inst. No. _____ records of Fairfield County, Ohio. Fee \$ _____



LOCATION MAP
NO SCALE

SITE STATISTICS

Total Acreage = 12.538 Acres
Lot Area = 4.253 Acres
Total # of Lots = 19 Lots
Open Space Area = 6.428 Acres
Right of Way Area = 1.857 Acres
Length of Street = 1,192 L.F.
Min. Lot Width = 73' Ft. (at Building Line)
Existing Zoning = P.D.

PARENT PARCEL

SP Hill Road Development, Inc.
Instrument Number 202300004129
PID# 037-02095-00
Total Acreage = 50.904 Acres

SURVEY DATA

BASIS OF BEARINGS: For the purpose of this plat the bearings are based on the South line of the Southeast Quarter of Section 21, as being S 89°50'20" W, and is an assumed Meridian used to denote angles only.

SOURCE OF DATA: The sources of recorded survey data are the records of the Fairfield County, Ohio Recorder, and referenced in the plan and text of this plat.

MONUMENT MARKERS: Permanent Monuments set are 30" x 1" solid iron pins to be set upon completion of construction.

Markers shall be three-fourths (3/4) inch steel rod eighteen (18) inches in length, or more with a cap inscribed P.S. 7452. Markers shall be placed at each corner of all lots and at all angles in property line where permanent monuments are not already located. The markers shall be flush with the finish grade or counter sunk to afford protection from being disturbed.

Monuments shown on the plat as not in place at the time of recording shall be placed prior to acceptance of the streets.

OWNER
SP Hill Road Development, Inc.
5201 Richmond Road, Suite 1
Bedford Heights, Ohio 44146
Ph. 440-498-9411

DEVELOPER
PALMIERI BUILDERS
5201 Richmond Road, Suite 1
Bedford Heights, Ohio 44146
Ph. 440-498-9411

ENGINEER/SURVEYOR
TAT WATSON
CONSULTING ENGINEERS
& SURVEYORS
83 Shull Avenue
Cohanna, Ohio 43230
Ph. (614) 414-7979

FINAL PLAT FOR

South Hampton

Section 1, Part 1 Township of Violet, County of Fairfield, State of Ohio, Township 15, Range 20, Section 21, Southeast Quarter

Description of 12.538 Acres

Situated in the Township of Violet, County of Fairfield, State of Ohio, and being a part of the Southeast Quarter of Section 21, Township 15N, Range 20W, of the Congress Lands, and being more particularly described as follows:

Being a Survey of 12.538 Acres all out of a 50.904 Acre parcel conveyed to SP Hill Road Development, Inc. as recorded in instrument No. 202300004129 white being part of Auditor's P.P.N. 037-020995.00, all references to records being on file in the Fairfield County Deed Records, and further described as follows:

Commencing at a stone found marking the Southeast corner of the Southeast Quarter of Section 21, the same being the Southwest corner of Woodstream Section 4, Phase 2, as recorded in Plat Cabinet 2, S60 126, the same being the Northwest corner of a 27.57 Acre parcel conveyed to Sheridan Smith, as recorded in Official Record 1607, Page 1902, the same being the Northeast corner of a 100.57 Acre parcel conveyed to Thomas L. Thornton, as recorded in instrument No. 202100033670, the same being the Southeast corner of said 50.904 Acre parcel, of which this description is a part, and being the Point of Commencement;

Thence, N 85°38'47" W 1087.54 feet, with the North line of said Thornton parcel, the same being the South line of said 50.904 Acre parcel of which this description is a part, the same being the South line of Section 21, the same being the North line of Section 28, to a 3/4" o.d. iron pin found marking the Southeast corner of a 8.72 Acre parcel conveyed to Gregory M and Carmen L Higgs Surv; as recorded in instrument No. 202100025254, the same being the Southwest corner of said 50.904 Acre parcel of which this description is a part;

Thence with the East line of said Biggs parcel, the same being the West line of said 50.904 Acre parcel of which this description is a part, for the following two (2) courses and distances,

- 1. N 04°09'29" E 1,362.30 feet, to a 3/4" o.d. iron pin found;
2. N 04°42'16" E 206.52 feet, to a 3/4" o.d. iron pin set marking the PRINCIPLE PLACE OF BEGINNING;

Thence, N 04°42'16" E 1147 feet, with the East line of said Biggs parcel, the same being the West line of said 50.904 Acre parcel of which this description is a part, to a 3/4" o.d. iron pin found marking the Northeast corner of said Biggs parcel, the same being a northwest corner of said 50.904 Acre parcel of which this description is a part;

Thence with the North line of said Biggs parcel and the South line of said 50.904 Acre parcel of which this description is a part, for the following two (2) courses and distances;

- 1. N 69°33'07" W 202.72 feet, to a 3/4" o.d. iron pin found;
2. N 82°23'42" W 136.20 feet, to a point, passing a 3/4" o.d. iron pin found at a distance of 109.61 feet;

Thence, N 41°38'33" E 360.00 feet, with the East line of a 0.53 Acre parcel conveyed to William B. Thacker, as recorded in Official Record 1192, Page 1933, the same being the East line of a 0.54 Acre parcel conveyed to Robert M Miller, as recorded in Official Record 1694, Page 2902, the same being a 7.5 Acre parcel conveyed to Mary Pauline Fowler, as recorded in Official Record 1383, Page 849, the same being the West line of said 50.904 Acre parcel of which this description is a part, to a point;

Thence, S 74°00'07" E 500.00 feet, with the South line of a 2.04 Acre parcel conveyed to Mariah L. Cloyes, Tr. as recorded in instrument No. 202200013430, the same being the North line of said 50.904 Acre parcel of which this description is a part, to a 3/4" o.d. iron pin found marking the Southeast corner of said Cloyes parcel, passing a 3/4" o.d. iron pin set at a distance of 43.67 feet;

Thence crossing said 50.904 Acre parcel of which this description is a part, for the following twenty five (25) courses and distances;

- 1. S 09°07'10" E 159.90 feet, to a 1" o.d. iron pin encased in concrete set;
2. S 75°50'45" E 139.71 feet, to a 3/4" o.d. iron pin set;
3. S 82°49'59" E 140.17 feet, to a 3/4" o.d. iron pin set;
4. S 85°50'01" E 146.00 feet, to a 1" o.d. iron pin encased in concrete set;
5. S 04°09'59" W 310.00 feet, to a 3/4" o.d. iron pin set;
6. N 85°50'01" W 44.00 feet, to a 1" o.d. iron pin encased in concrete set;
7. S 04°09'59" W 438.00 feet, to a 1" o.d. iron pin encased in concrete set;
8. S 85°50'01" E 130.00 feet, to a 3/4" o.d. iron pin set;
9. S 04°09'59" W 37.05 feet, to a 3/4" o.d. iron pin set;
10. N 85°50'01" W 225.00 feet, to a 3/4" o.d. iron pin set;
11. S 74°13'42" W 31.91 feet, to a 3/4" o.d. iron pin set;
12. N 04°09'59" E 10.88 feet, to a 3/4" o.d. iron pin set;
13. N 85°50'01" W 5.87 feet, to a 3/4" o.d. iron pin set;
14. N 51°50'27" E 38.82 feet, to a 3/4" o.d. iron pin set;
15. N 04°09'59" E 93.86 feet, to a 1" o.d. iron pin encased in concrete set;
16. N 85°50'01" W 491.00 feet, to a 3/4" o.d. iron pin set;
17. N 04°09'59" E 20.00 feet, to a 3/4" o.d. iron pin set;
18. S 85°50'01" E 125.00 feet, to a 3/4" o.d. iron pin set;
19. N 04°09'59" E 426.00 feet, to a 3/4" o.d. iron pin set;
20. N 08°46'57" E 45.33 feet, to a 1" o.d. iron pin encased in concrete set;
21. N 71°59'20" W 125.82 feet, to a 3/4" o.d. iron pin set;
22. N 71°59'13" W 50.00 feet, to a 3/4" o.d. iron pin set;
23. With a curve to the right (Radius of 275.00', Delta Angle of 03°00'47", arc length 14.46 feet) with a chord bearing N 19°58'33" E 14.46 feet, to a 3/4" o.d. iron pin set;

WATERLINE EASEMENTS: Waterline easements shown on this plat are for the construction, operation, maintenance, repair, replacement, or removal of utility lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever.

UTILITY EASEMENTS: Utility easements shown on this plat are for the construction, operation, maintenance, repair, replacement, or removal of utility lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever.

UTILITY AND SANITARY SEWER EASEMENTS: Utility and sanitary sewer easements shown on this plat are for the construction, operation, maintenance, repair, replacement, or removal of utility and sanitary sewer lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever.

SANITARY SEWER EASEMENTS: Easements designated as Sanitary Sewer Easements on this plat are for the construction, operation, maintenance, repair, replacement, or removal of sanitary sewer lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said sewers and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. No other utilities are to be placed or constructed in designated Sanitary Sewer Easements.

DRAINAGE EASEMENTS: An easement is hereby granted for the purpose of construction, operation, reconstruction, usage, and maintenance of storm drainage swales, ditches and underground piping and appurtenant works on any part of easement areas designated "Drainage Easement" herein including the right to construct, clean, repair, keep unobstructed, and care for said sewers, swales, ditches, piping and appurtenant structures, together with the right of access to the said areas for said purpose. No above grade structures, dams, or other obstructions to the flow of storm water runoff are permitted within the drainage easement areas as delineated on this plat, except those shown on the approved construction drawings.

DRAINAGE MAINTENANCE DISTRICT: A maintenance agreement for drainage facilities is a part of the improvement plans of the above real (South Hampton Section 1, Part 1) subdivision and the obligation to pay the maintenance fees shall pass with the title to the property. There shall be inserted in each deed passing title to any of the land herein by the owner or developer the words:

"Title to the fee includes the obligation to pay the drainage maintenance fee assessed, or to be assessed, by the county pursuant to the Ohio Revised Code 6137 and following sections. This includes the obligation to pay such portions of the drainage maintenance fee assessment, or to be assessed, to the public corporation(s) as established in the original schedule, as amended from time to time."

All lots in the Subdivision shall be part of a drainage maintenance district for the maintenance, repair and replacement of the drainage/storm sewer system serving the Subdivision. Each lot shall be assessed in accordance with the rules and regulations governing such district for the inspections, maintenance, repair and replacement of such drainage/storm sewer system.

The owner or owners of the fee simple title to each of the lots and lands shown herein that has within it a portion of the area designated hereon as "Drainage Easement" shall care for, maintain, and keep open and unobstructed the major storm drainage swale within said portion of the drainage easement area.

The easement for storm sewer, storm drainage swales, and appurtenant works is hereby granted to the Board of Fairfield County Commissioners and its assigns, for use at such time as it is determined that for reasons of public health, safety and welfare it is necessary to construct, reconstruct, maintain, and keep open and unobstructed the major storm drainage swales within said "drainage easement area" or "drainage and sanitary sewer easement area" and that the costs thereof, both direct and incidental thereto, shall be paid for by the owner or owners of the fee simple title to the lots and land upon which such maintenance is performed, unless paid by a drainage maintenance district established for the Subdivision.

A property owners association is required as a condition of this plat. All property owners shall be members of said association, and shall be subject to the provisions of a Declaration of Covenants, Easements, Restrictions and Assessments for South Hampton and responsible for items identified in the document establishing said association and the Declaration.

Prepared By: JAT WATSON CONSULTING ENGINEERS & SURVEYORS 83 Shull Avenue Ph. Gahanna, Ohio 43230 (614) 414-7979

FINAL PLAT
FOR

South Hampton

Section 1, Part 1

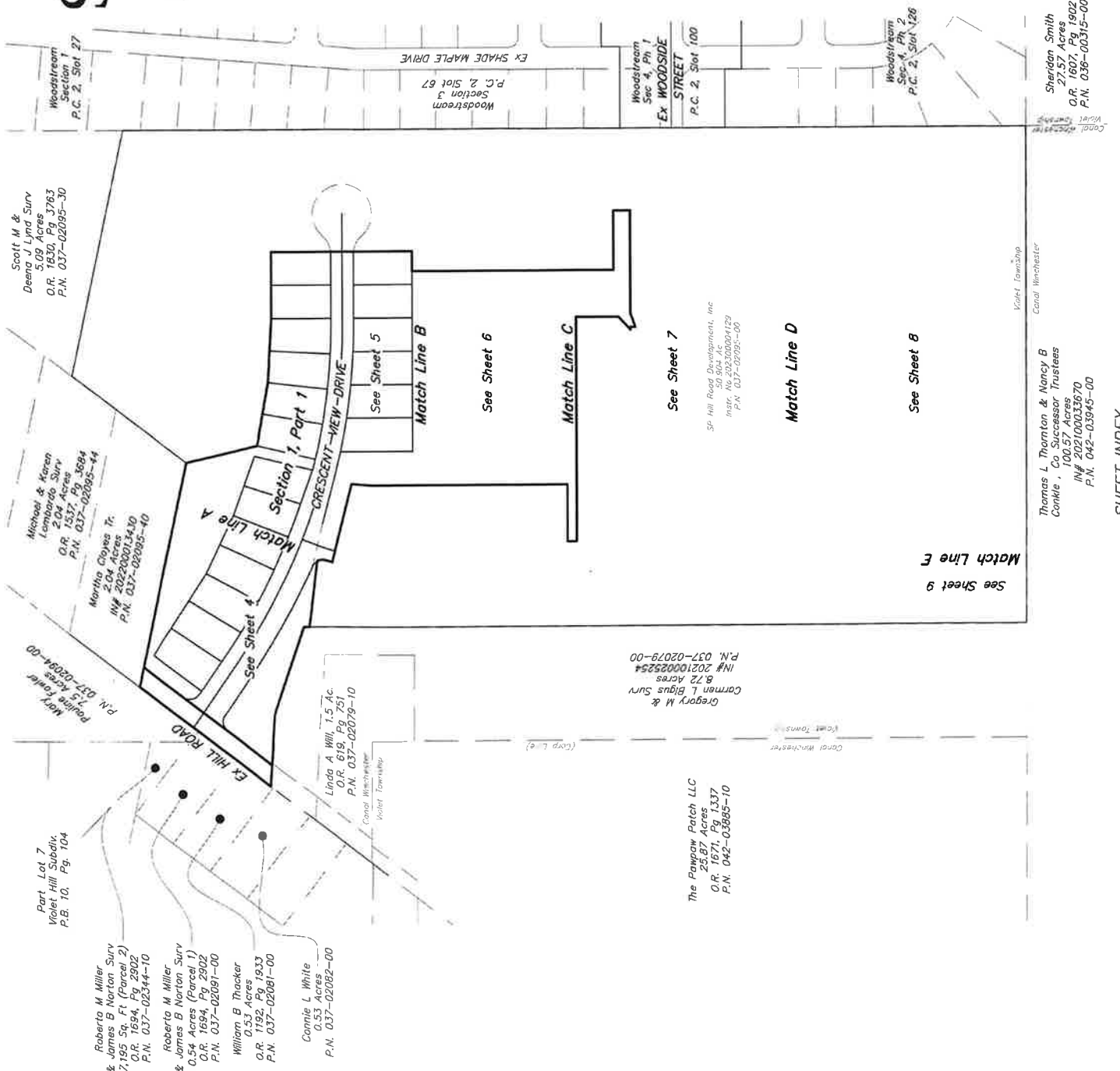
Township of Violet, County of Fairfield, State of Ohio, Township 15, Range 20, Section 21, Southeast Quarter

Prepared By:



CONSULTING ENGINEERS & SURVEYORS
83 Shull Avenue Ph.
Garanna, Ohio 43230
(614) 414-7979

GRAPHIC SCALE



Scott M & Deena J Lynd Surv
3.09 Acres
O.R. 1630, Pg. 3763
P.N. 037-02095-30

Michael & Karen Lombardo Surv
2.04 Acres
O.R. 1537, Pg. 3694
P.N. 037-02095-44

Morfino Choyes Tr.
2.04 Acres
W# 2022002013430
P.N. 037-02095-40

Part Lot 7 Violet Hill Subdiv.
P.B. 10, Pg. 104
P.N. 037-02094-00

Roberto M Miller & James B Norton Surv
7.169 Acres (Parcel 2)
O.R. 1694, Pg. 2902
P.N. 037-02344-10

Roberto M Miller & James B Norton Surv
0.54 Acres (Parcel 1)
O.R. 1694, Pg. 2902
P.N. 037-02091-00

William B Thacker
0.53 Acres
O.R. 1132, Pg. 1933
P.N. 037-02091-00

Connie L White
0.53 Acres
O.R. 037-02092-00

Linda A Hill, 1.5 Ac.
O.R. 619, Pg. 751
P.N. 037-02079-10

Gregory M & Carmen L Bigus Surv
8.72 Acres
W# 202100029254
P.N. 037-02079-00

The Pawpaw Patch LLC
25.87 Acres
O.R. 1671, Pg. 1337
P.N. 042-03885-10

50 Hill Road Development, Inc.
50.904 Ac.
Instr. No. 202300004129
P.N. 037-02095-00

Sheridan Smith
27.57 Acres
O.R. 1607, Pg. 1902
P.N. 036-00019-00

Thomas L Thornton & Nancy B Conkle, Co. Successor Trustees
100.57 Acres
W# 202100033670
P.N. 042-03945-00

Canal Winchester Violet Township

See Sheet 9
Match Line E

See Sheet 8

Match Line D

See Sheet 7

Match Line C

See Sheet 6

Match Line B

See Sheet 5

Section 1, Part 1

Match Line A

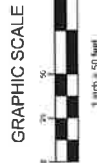
FINAL PLAT
FOR

South Hampton Section 1, Part 1

Township of Violet, County of Fairfield, State of Ohio,
Township 15, Range 20, Section 21, Southeast Quarter

LEGEND

- = 1" Iron Pin Encased in Concrete Set (Permanent Marker)
- ⊙ = 3/4" Iron Pin Found
- = Capped WATCON 7452
- = 3/4" Iron Pin Set
- = Capped WATCON 7452
- = 3/4" Iron Pin Found
- ⊠ = MAG Spike to be set
- ⊠ = MAG Spike found
- ⊠ = Stone found
- DE = Drainage Easement
- SE = Sanitary Easement
- UE = Utility Easement
- WE = Water Easement



Prepared By:



CONSULTING ENGINEERS & SURVEYORS
83 Shull Avenue, Ph
Gahanna, Ohio 43230
(614) 414-7979

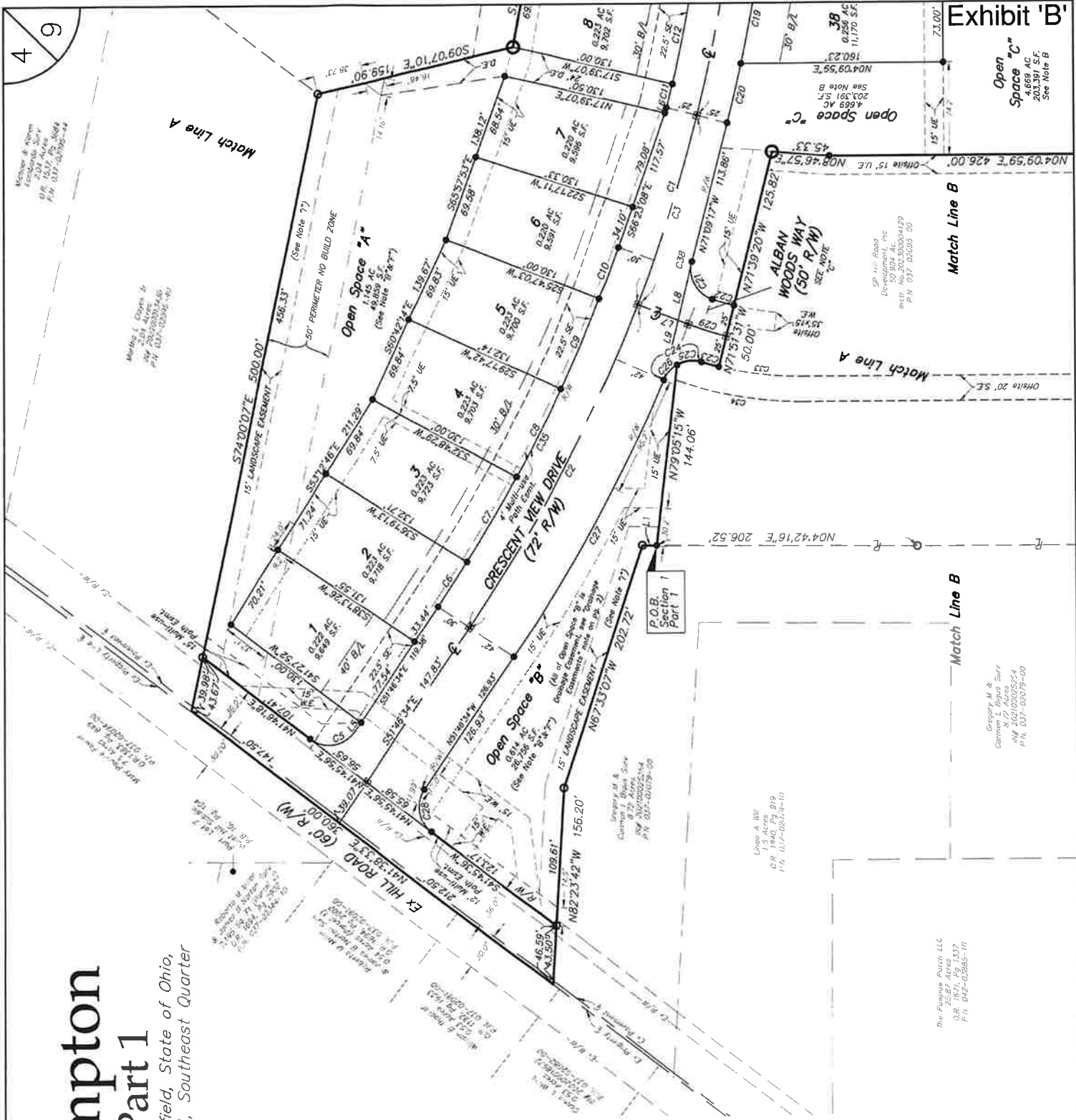


Exhibit 'B'

Open Space 'C'
4,669 AC
203,391 S.F.
See Note B

Match Line B

Match Line B

The Ferguson Entity, LLC
26.97 Acres
O.R. 1671, Pg. 1337
P.N. 042-0285-10

Gregory, M. & Barry
Carmen R. D. Harris
M# 20210002524
P.N. 037-0279-00

Lot 1, 188
1.3 Acres
O.R. 1940, Pg. 819
P.N. 1617-0213-10

Gregory, M. & Barry
Carmen R. D. Harris
M# 20210002524
P.N. 037-0279-00

SP Hill Road
Development, Inc
M# 202100004129
P.N. 037-02003-00

Moring L. Dyer, Jr.
M# 202100001546
P.N. 037-02005-00

Morgan & Brown
Landmark, Inc
M# 202100001546
P.N. 037-02005-00

4 9

FINAL PLAN FOR

South Hampton Section 1, Part 1

Township of Violet, County of Fairfield, State of Ohio,
Township 15, Range 20, Section 21, Southeast Quarter

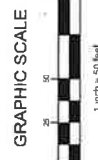
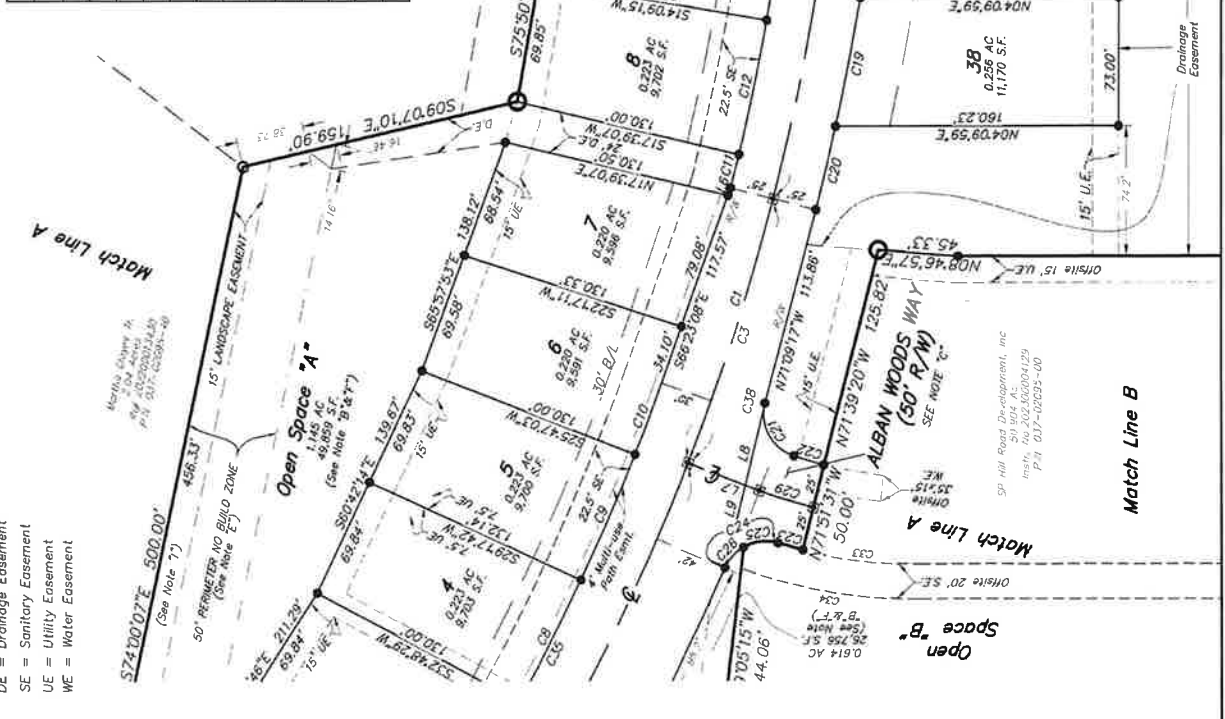
Prepared By:
WATCON
CONSULTING ENGINEERS
& SURVEYORS
85 Stull Avenue Ph,
Cahanna, Ohio 43250
(614) 414-1979

- LEGEND**
- = 1" Iron Pin Encased in Concrete Set (Permanent Marker)
 - ⊙ = 3/4" Iron Pin Found Capped WATCON 7452
 - = 3/4" Iron Pin Set Capped WATCON 7452
 - = 3/4" Iron Pin Found
 - ⊕ = MAG Spike to be set
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 - ⊞ = Stone found
 - DE = Drainage Easement
 - SE = Sanitary Easement
 - UE = Utility Easement
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Line Table			Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length
L1	N4°42'16"E	11.47'	L5	N81°46'34"W	8.40'	L9	N72°00'05"W	48.67'
L2	S74°13'42"W	31.91'	L6	N88°23'08"W	4.39'			
L3	N4°09'59"E	10.88'	L7	N25°29'20"E	43.44'			
L4	N85°50'01"W	5.87'	L8	N72°05'05"W	46.95'			

Curve Table									
Curve #	Radius	Delta	Length	Chord Bearing	Chord	Curve #	Radius	Delta	Length
C1	1300.00'	34°03'27"	772.74'	S66°48'19"E	761.41'	C14	1275.00'	3°29'45"	77.79'
C2	1300.00'	12°44'06"	288.95'	S56°08'37"E	288.35'	C15	1275.00'	2°59'39"	66.63'
C3	1300.00'	6°57'17"	157.80'	S67°59'19"E	157.70'	C16	1325.00'	2°42'03"	62.46'
C4	1300.00'	14°22'04"	325.99'	S78°38'59"E	325.14'	C17	1325.00'	3°11'02"	73.21'
C5	25.00'	93°32'11"	40.81'	S5°00'29"E	36.43'	C18	1325.00'	3°11'02"	73.63'
C6	1270.00'	1°54'13"	42.19'	S52°43'40"E	42.19'	C19	1325.00'	3°12'45"	74.29'
C7	1270.00'	3°30'45"	77.85'	S55°26'09"E	77.84'	C20	1325.00'	2°06'16"	48.66'
C8	1270.00'	3°30'45"	77.85'	S58°56'53"E	77.84'	C21	25.00'	86°10'06"	37.60'
C9	1270.00'	3°30'41"	77.83'	S62°27'36"E	77.82'	C22	225.00'	4°32'08"	17.81'
C10	1270.00'	1°57'33"	43.43'	S65°11'44"E	43.43'	C23	275.00'	3°00'47"	14.46'
C11	1275.00'	0°52'56"	16.63'	N71°54'25"W	16.63'	C24	25.00'	63°36'19"	36.48'
C12	1275.00'	3°29'52"	77.83'	S74°05'49"E	77.82'	C25	25.00'	46°41'42"	20.37'
C13	1275.00'	3°29'52"	77.83'	S77°35'41"E	77.82'	C26	25.00'	36°54'37"	16.11'

SP Hill Road Development, Inc.
50 Hill Road
Cahanna, OH 43209
P.O. 037-02095-00



SP Hill Road Development, Inc.
50 Hill Road
Cahanna, OH 43209
P.O. 037-02095-00

Match Line B

Match Line C

Match Line A

Match Line B

Match Line C

Match Line A

LEGEND

- = 1" Iron Pin Encased in Concrete Set (Permanent Marker)
- = 3/4" Iron Pin Found Capped WATCON 7452
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Prepared By:



WATCON
CONSULTING ENGINEERS & SURVEYORS
83 Shull Avenue Ph.
Cahanna, Ohio 43230
(614) 414-7979

FINAL PLAN
FOR

South Hampton

Section 1, Part 1

Township of Violet, County of Fairfield, State of Ohio,
Township 15, Range 20, Section 21, Southeast Quarter

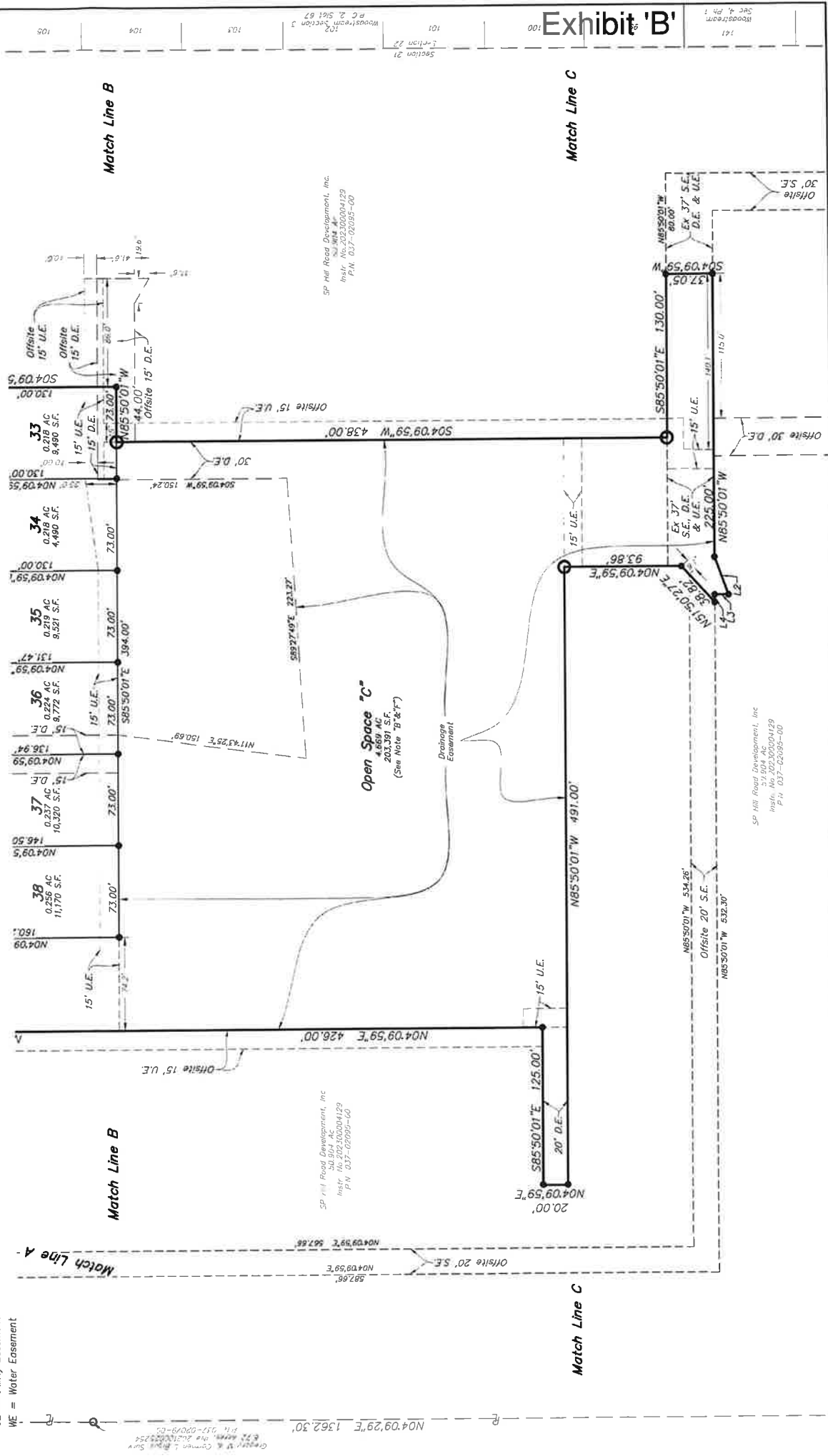
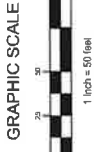


Exhibit 'B'

141
Woodstream
SEC. 4, PH. 1

6 9

FINAL PLAT
FOR

South Hampton Section 1, Part 1

Township of Violet, County of Fairfield, State of Ohio,
Township 15, Range 20, Section 21, Southeast Quarter

Prepared By:



CONSULTING ENGINEERS & SURVEYORS
83 Shull Avenue Ph.
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(614) 414-7979

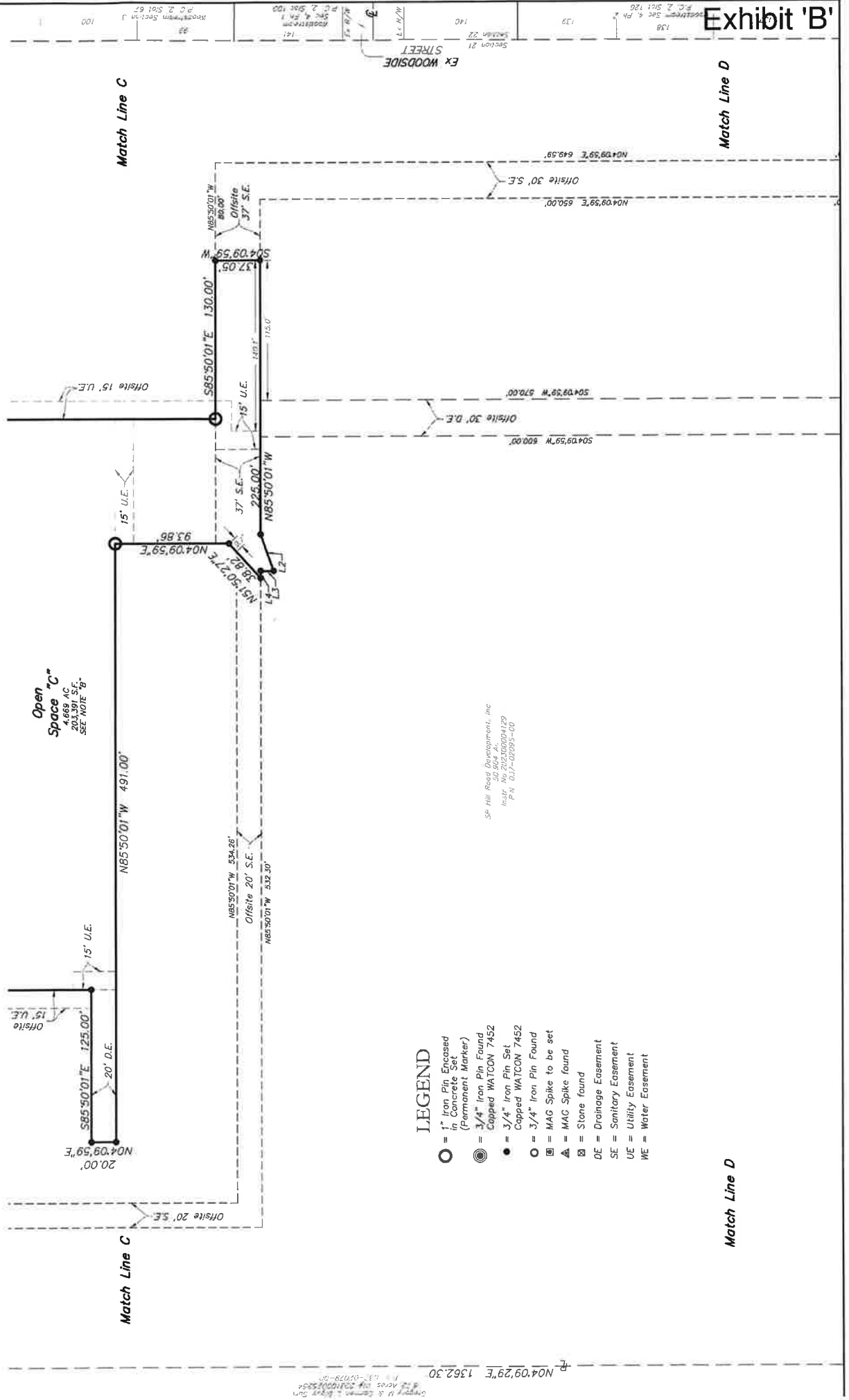
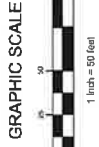


Exhibit 'B'

7 9

Prepared By: Gregory M. & Dennis L. Boyer, SWS
133-0078-01
N04°09'29"E 1362.30'

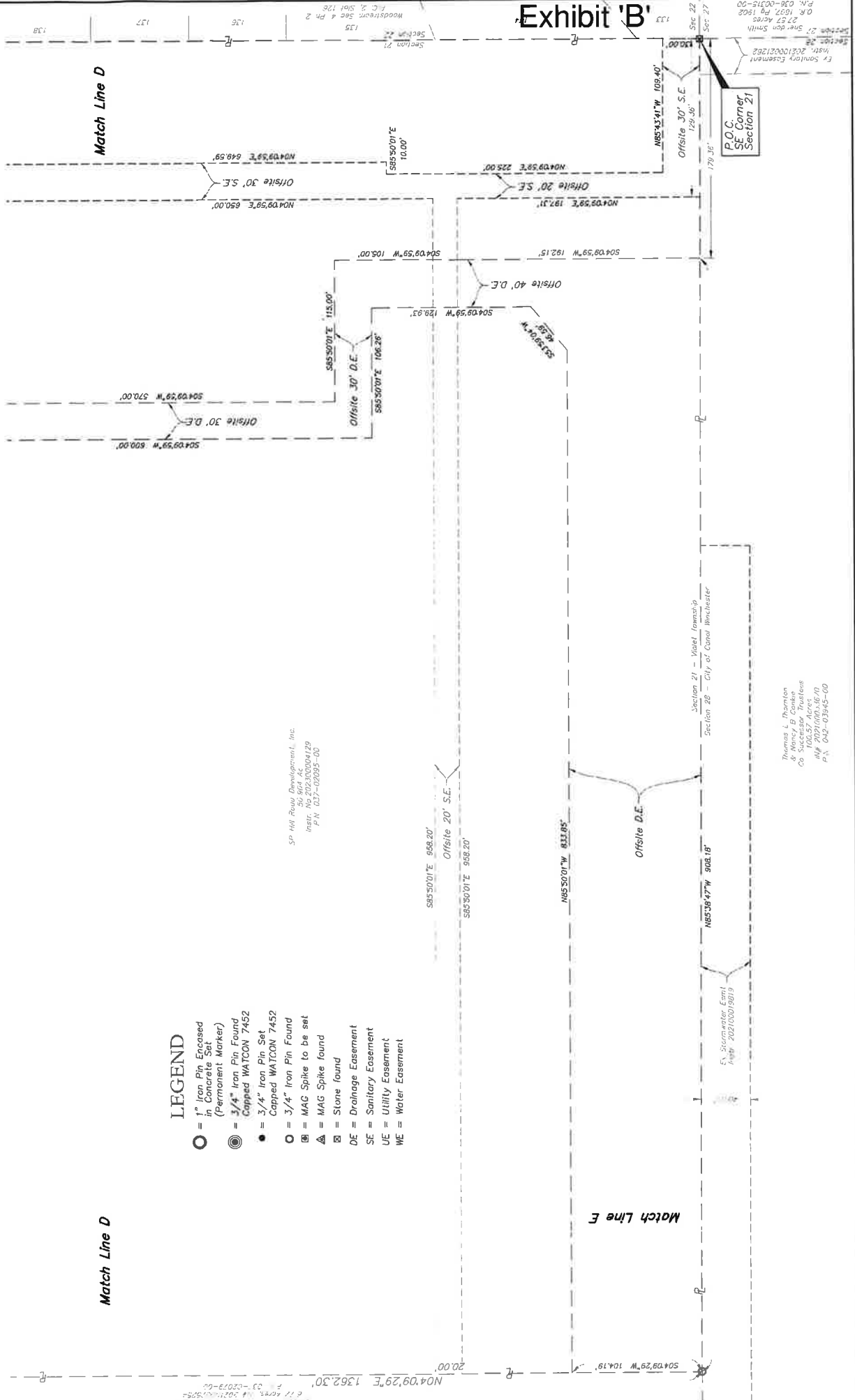
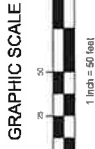
FINAL PLAT
FOR

South Hampton Section 1, Part 1

Township of Violet, County of Fairfield, State of Ohio,
Township 15, Range 20, Section 21, Southeast Quarter

Prepared By:
WATCON
CONSULTING ENGINEERS & SURVEYORS
233 Shull Avenue
Gannawa, Ohio 43230
(614) 414-7979

- LEGEND**
- = 1" Iron Pin Encased in Concrete Set (Permanent Marker)
 - = 3/4" Iron Pin Found Capped WATCON 7452
 - = 3/4" Iron Pin Set Capped WATCON 7452
 - = 3/4" Iron Pin Found
 - = MAG Spike to be set
 - △ = MAG Spike found
 - = Stone found
 - DE = Drainage Easement
 - SE = Sanitary Easement
 - UE = Utility Easement
 - WE = Water Easement



Match Line D

Match Line E

Exhibit 'B'

P.O.C. Corner
SE Corner
Section 21

Thomas L. Hampton
& Nancy B. Conkle
Co. Surveyors
106.57 Acres
Map # 2021000.1670
P.L. 042-03945-00

8 9

Checked by: Gannawa, L. Blain
C.P. 03-02073-00
P.L. 03-02073-00

SP Hill Road Development, Inc.
5000 Hill Rd.
Map # 2021000.1670
P.L. 032-02095-00

Section 21 = Violet Township
Section 28 = City of Canal Winchester

F. S. Conkley, Esq.
Map # 2021000.1670

Section 21
P.O.C. Corner
SE Corner
Section 21
Map # 2021000.1670
P.L. 032-02095-00

LEGEND

- = 1" Iron Pin Encased in Concrete Set (Permanent Marker)
- = 3/4" Iron Pin Found Capped WATCON 7452
- = 3/4" Iron Pin Set Capped WATCON 7452
- = 3/4" Iron Pin Found
- ⊠ = MAG Spike to be set
- ⊠ = MAG Spike found
- ⊠ = Stone found
- DE = Drainage Easement
- SE = Sanitary Easement
- UE = Utility Easement
- WE = Water Easement

Prepared By:



CONSULTING ENGINEERS & SURVEYORS
 83 Shull Avenue Ph.
 Gahanna, Ohio 43230
 (614) 414-7979

ORR KENNETH W
 & SHERYL L TRUSTEES
 CANAL WINCHESTER OH 43110
 P.N. 037-107197-20

MRS TAMARA S
 & MRS L E S
 CANAL WINCHESTER OH 43110
 P.N. 037-60070-10

PAUL E. GIBSON, M.
 REALTY, TRADING, & SURVEY
 2827 JULE RD NW
 CANAL WINCHESTER OH 43110
 P.N. 604-03877-60

ROBERT G. BISHOP, M.
 8029 W. 102 RD
 CANAL WINCHESTER OH 43110
 P.N. 037-02078-60

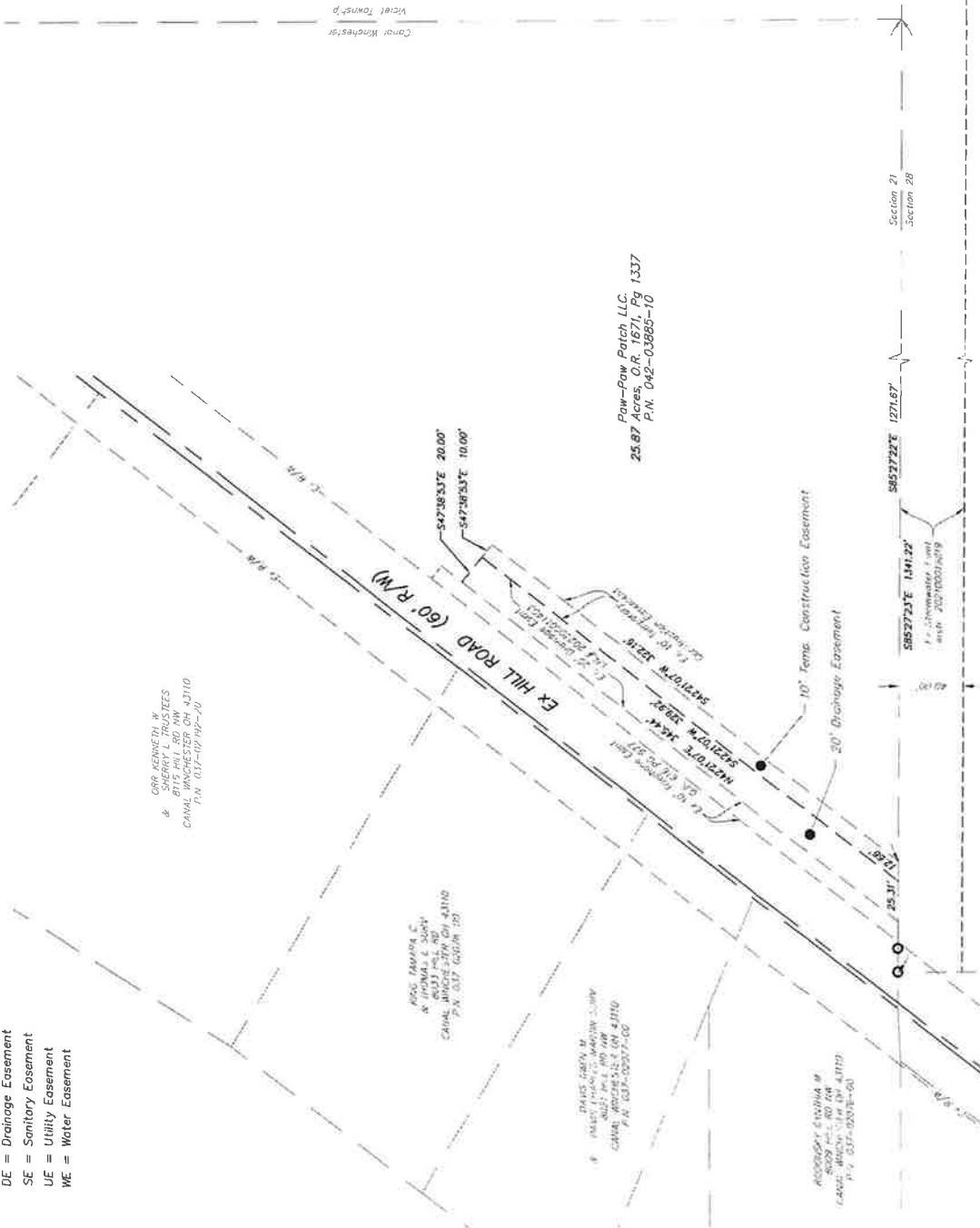
FINAL PLAT

FOR

South Hampton

Section 1, Part 1

Township of Violet, County of Fairfield, State of Ohio,
 Township 15, Range 20, Section 21, Southeast Quarter



Paw-Paw Patch LLC.
 25.87 Acres, O.R. 1671, Pg 1337
 P.N. 042-03885-10

Gregory M. & Carmen J. Bliss Surv
 8.72 Acres, P.N. 001-01825-24
 P.N. 037-02079-00

Canal Winchester
 Violet Townships

Violet Township
 Canal Winchester

Thomas L. Thornton & Nancy B. Conkle, Co.
 Successors, Trustees
 100.57 Acres
 I.M. 202100033670
 P.N. 142-01045-10

Thomas L. Thornton & Nancy B. Conkle, Co.
 Successors, Trustees
 100.57 Acres
 I.M. 202100033670
 P.N. 042-03885-10

Exhibit 'B'

GRAPHIC SCALE
 1 inch = 50 feet



Match Line D

SP Hill Road
 Development, Inc.
 Instr. No 202-00004129
 P.N. 037-02095-00

Offsite 20' S.E.

Match Line E

Offsite D.E.

M65-3547'W 900.18'

Ex Stormwater Easmt
 Instr. 202100012619

9 9

Exhibit "C"
South Hampton Section 1 Part 1

Description of Maintenance District:
50.904 Acres

Lot #	Lot Ac.	Parcel #	Lot Assessment Ratio "A" Lot Ac. / 50.904Ac.	Street Assessment Ratio "B"	Total Lot Assessment Ratio (Ratio A+Ratio B)	3.33% of Initial Construction Cost over 6 years (20%) (0.20/6) x \$2,060,185.08	Annual Lot Assessment
				16.7(Street & Open Space Ac) / 50.904(Total Ac) / 164 (Total Lots)			
1	0.222		0.00436	0.00200	0.00636	\$68,839.50	\$437.93
2	0.223		0.00438	0.00200	0.00638	\$68,839.50	\$439.28
3	0.223		0.00438	0.00200	0.00638	\$68,839.50	\$439.28
4	0.223		0.00438	0.00200	0.00638	\$68,839.50	\$439.28
5	0.223		0.00438	0.00200	0.00638	\$68,839.50	\$439.28
6	0.220		0.00432	0.00200	0.00632	\$68,839.50	\$435.22
7	0.220		0.00432	0.00200	0.00632	\$68,839.50	\$435.22
8	0.223		0.00438	0.00200	0.00638	\$68,839.50	\$439.28
9	0.223		0.00438	0.00200	0.00638	\$68,839.50	\$439.28
10	0.223		0.00438	0.00200	0.00638	\$68,839.50	\$439.28
11	0.222		0.00436	0.00200	0.00636	\$68,839.50	\$437.93
12	0.218		0.00428	0.00200	0.00628	\$68,839.50	\$432.52
13	0.218		0.00428	0.00200	0.00628	\$68,839.50	\$432.52
33	0.218		0.00428	0.00200	0.00628	\$68,839.50	\$432.52
34	0.218		0.00428	0.00200	0.00628	\$68,839.50	\$432.52
35	0.219		0.00430	0.00200	0.00630	\$68,839.50	\$433.87
36	0.224		0.00440	0.00200	0.00640	\$68,839.50	\$440.63
37	0.237		0.00466	0.00200	0.00666	\$68,839.50	\$458.21
38	0.256		0.00503	0.00200	0.00703	\$68,839.50	\$483.89
Reserves A-K	8.700						
Subdiv. Streets	7.681						
Hill Road	0.319						
Future Lots	29.951		0.58838	0.29006	0.87844	\$68,839.50	\$60,471.56
TOTAL	50.904		0.67193	0.32807	1.00000	\$68,839.50	\$68,839.50

ENGINEER'S ESTIMATE OF STORM CONSTRUCTION COST FOR SOUTH HAMPTON - DRAINAGE MAINTENANCE DISTRICT

December 5, 2023

EXHIBIT 'D'

ITEM NO.	DESCRIPTION	S1.1	S1.2	Offsite	S2	S3	S4	TOTAL	UNIT	UNIT PRICE	TOTALS
203E10000	Excavation, including Embankment (Basins)	31900	-	-	-	-	-	31900.00	C.Y.	\$10.90	\$347,710.00
601E34200	Rock Channel Protection Type "C"	94	-	-	-	-	-	94.00	C.Y.	\$113.71	\$10,688.74
611E05100	10" PVC (includes fittings) (Water Quality Units)	30	-	-	-	-	-	30.00	L.F.	\$48.34	\$1,450.20
611E04400	12" Conduit, Type B (706.02, 707.33, 707.65)	27	76.64	-	-	172.99	238.87	515.50	L.F.	\$84.62	\$43,621.61
611**	12" Conduit, Type B (706.02, 707.33, 707.65) w/Concrete Encasement	-	-	35.34	-	-	-	35.34	L.F.	\$145.00	\$5,124.30
611E04600	12" Conduit, Type C (706.02, 707.33, 707.65)	379.8	1128.56	135.67	403.01	915.08	265.29	3227.41	L.F.	\$62.64	\$202,164.96
611**	12" Conduit, Type C (706.02, 707.33, 707.65) w/	-	-	-	263.02	-	-	263.02	L.F.	\$124.30	\$32,693.39
611E04400	15" Conduit, Type B (706.02, 707.33, 707.65)	-	206.27	-	-	35.5	48.82	290.59	L.F.	\$103.13	\$29,968.55
611**	15" Conduit, Type B (706.02, 707.33, 707.65) w/	-	-	-	27	-	-	27.00	L.F.	\$143.00	\$3,861.00
611E06100	15" Conduit, Type C (706.02, 707.33, 707.65)	462.65	290.78	65.59	51.1	28.59	241.75	1140.46	L.F.	\$77.42	\$88,294.41
611E04400	18" Conduit, Type B (706.02, 707.33, 707.65)	-	-	-	34.76	-	-	34.76	L.F.	\$116.42	\$4,046.76
611**	18" Conduit, Type B (706.02, 707.33, 707.65) w/Concrete Encasement	-	-	242.26	-	-	-	242.26	L.F.	\$279.00	\$67,590.54
611E07600	18" Conduit, Type C (706.02, 707.33, 707.65)	631.43	-	151.27	238.8	-	286	1307.50	L.F.	\$103.66	\$135,535.45
611**	18" Conduit, Type C (706.02, 707.33, 707.65) w/Concrete Encasement	151.94	-	242.26	146.5	-	-	540.70	L.F.	\$250.48	\$135,434.54
611E10400	24" Conduit, Type B (706.02, 707.33, 707.65)	-	-	-	182.36	-	-	182.36	L.F.	\$169.96	\$30,993.91
611E10600	24" Conduit, Type C (706.02, 707.33, 707.65)	3245.36	-	-	107.14	-	-	3352.50	L.F.	\$97.45	\$326,701.13
611E13400	30" Conduit, Type B (706.02, 707.33, 707.65)	-	-	-	28.59	-	-	28.59	L.F.	\$208.95	\$5,973.88
611E13600	30" Conduit, Type C (706.02, 707.33, 707.65)	583.58	-	-	516.66	-	-	1100.24	L.F.	\$147.11	\$161,856.31
611E10400	36" Conduit, Type B (706.02, 707.33, 707.65)	161.88	-	-	-	-	-	161.88	L.F.	\$200.65	\$32,481.22
611E10600	36" Conduit, Type C (706.02, 707.33, 707.65)	112.61	-	-	-	-	-	112.61	L.F.	\$135.57	\$15,266.54
611E98450	2x2 Catch Basin w/ Window (ODOT 2-2A)	6	7	5	4	4	4	30.00	Each	\$1,970.90	\$59,127.00
611E98470	2x2 Catch Basin (ODOT 2-2B)	18	-	-	3	-	-	21.00	Each	\$2,818.62	\$59,191.02
611E98510	3x3 Catch Basin (ODOT 2-3)	3	-	-	-	-	-	3.00	Each	\$5,225.00	\$15,675.00
611E98570	5x5 Catch Basin (ODOT C.B. No. 2-5) (Water Quality Struc.)	2	1	-	1	-	-	4.00	Each	\$5,182.41	\$20,729.64
611E99574	Manhole, ODOT No. 3	2	-	-	2	-	-	4.00	Each	\$3,190.00	\$12,760.00
611E99574	Manhole, ODOT No. 3 (60" Base)	4	5	3	10	10	10	42.00	Each	\$3,400.00	\$142,800.00
611**	Curb & Gutter Inlet (COC AA-125A)	-	-	1	-	-	-	2.00	Each	\$4,500.00	\$9,000.00
611**	Curb & Gutter Inlet (COC AA-125B w/AA-128 Pg 2 Frame) (Double Box)	-	-	-	-	-	-	1.00	Each	\$1,320.00	\$1,320.00
604	Full Height Endwall for 12" Pipe	1	-	-	-	-	-	1.00	Each	\$880.00	\$880.00
604	Full Height Endwall for 18" Pipe	1	-	-	-	-	-	1.00	Each	\$1,320.00	\$1,320.00
604	Half Height Endwall for 30" Pipe	1	-	-	-	-	-	1.00	Each	\$3,162.00	\$3,162.00
604	Full Height Endwall for 30" Pipe	2	-	-	-	-	-	2.00	Each	\$3,850.00	\$7,700.00
604	Full Height Endwall for 36" Pipe	1	-	-	-	-	-	1.00	Each	\$4,000.00	\$4,000.00
659E10000	Seeding & Mulching (Basins)	18775	-	-	-	-	-	18775.00	S.Y.	\$1.04	\$19,526.60
832	Erosion Control Mat (ODOT)	20340	-	-	-	-	-	20340.00	S.F.	\$0.45	\$9,153.00
SPEC	Downstream Defender (See plan sheet 27)	-	-	1	-	-	-	1.00	Each	\$5,000.00	\$5,000.00
TOTAL=											\$2,065,185.08

Cost per Lot

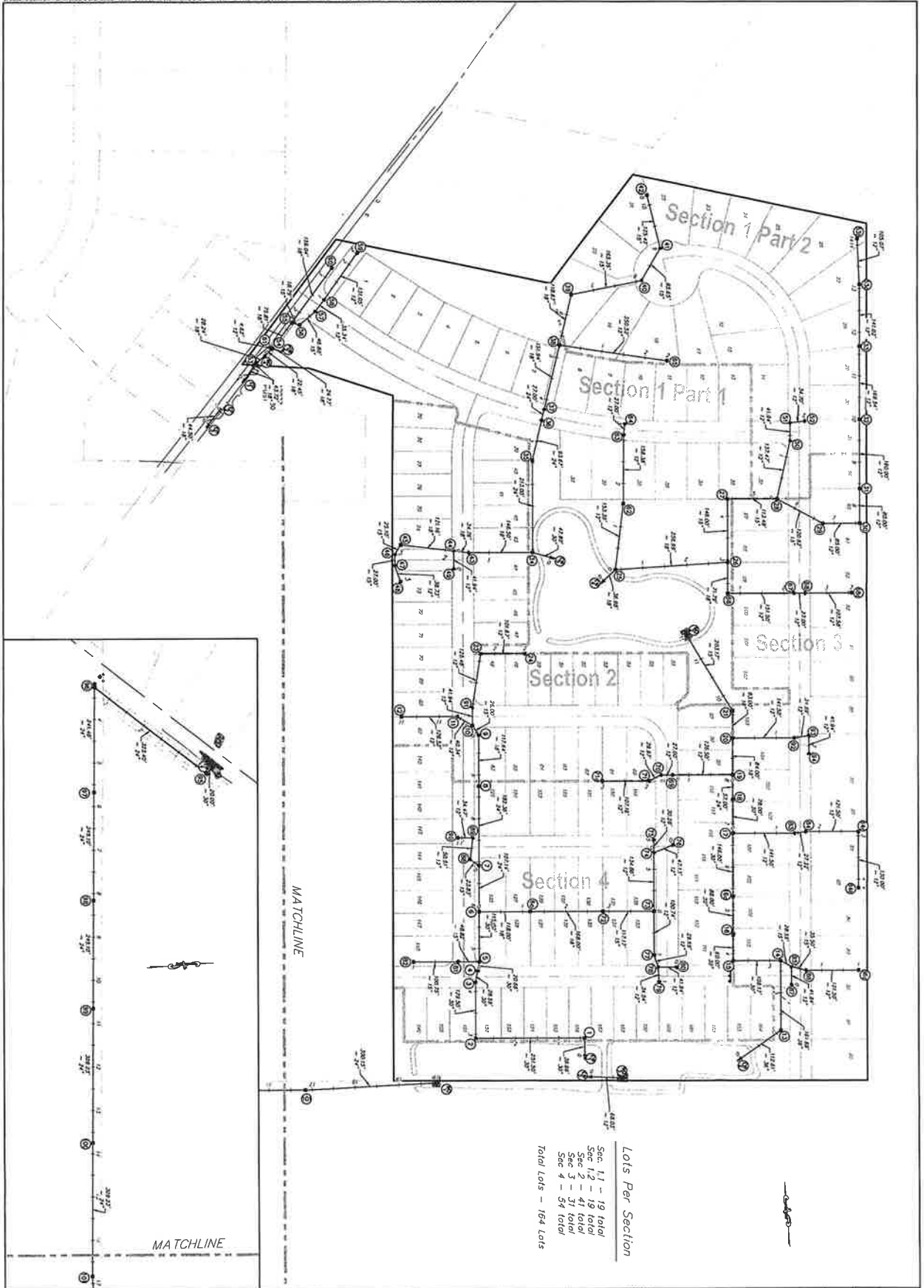
Lois

164

\$12,592.59

Sections	Lois	Cost / Lot	TOTAL
Section 1	19	\$12,592.59	\$239,259.25
Part 1			
Section 1	19	\$12,592.59	\$239,259.25
Part 2			
Section 2	41	\$12,592.59	\$516,296.27
Section 3	31	\$12,592.59	\$390,376.35
Section 4	54	\$12,592.59	\$679,999.97
TOTALS			\$2,065,185.08

Prepared By:
WatCon Consulting Engineers
83 Shull Ave.
Gahanna, Ohio 43231
Ph. (614) 414-7979



Lots Per Section

- Sec. 1, 1 - 19 total
- Sec. 1, 2 - 19 total
- Sec. 2 - 31 total
- Sec. 3 - 54 total
- Total Lots - 164 Lots**

<p>Scale: 1" = 100'</p> <p>DRFT CKD BLS JF</p>		<p>FAIRFIELD COUNTY, OHIO SOUTH HAMPTON DRAINAGE MAINTENANCE DISTRICT EXHIBIT 'D'</p>	<p>Prepared By: WATCON CONSULTING ENGINEERS & SURVEYORS 82 Shuff Avenue P.O. Cahanna, Ohio 43020 (614) 414-7979</p>	<table border="1"> <thead> <tr> <th>REVISION DESCRIPTION</th> <th>DATE</th> <th>INITIAL</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISION DESCRIPTION	DATE	INITIAL									
REVISION DESCRIPTION	DATE	INITIAL														

Signature Page

Resolution No. 2024-04.23.w

A Resolution to Establish a Drainage Maintenance District for the South Hampton Subdivision

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve the South Hampton, Section 2, Part 1 Final Plat [Regional Planning]

WHEREAS, the South Hampton, Section 2, Part 1, subdivision located in Violet Township, was approved by the Regional Planning Commission on October 3, 2023; and

WHEREAS the developer has submitted a final plat as required by Fairfield County Regional Planning Commission; and

WHEREAS the developer has submitted a development agreement as required by the Fairfield County Subdivision Regulations; and

WHEREAS the developer has furnished acceptable improvement assurances; and

WHEREAS the developer has furnished all required fees.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That this Board hereby approves and authorizes itself to execute the final plat for the South Hampton, Section 2, Part 1, subdivision.

Prepared by: Joshua Hillberry
cc: Regional Planning

FINAL PLAT
FOR

South Hampton Section 1, Part 1

DEDICATION

Fairfield County Commissioners

SITUATE

Situated in the Township of Violet, County of Fairfield, State of Ohio, of Violet, Township 15, Range 20, Section 21, Southeast Quarter and being 12.538 acres out of a 50.904 acre parcel conveyed to **SP HILL ROAD DEVELOPMENT, INC.** of record in Instrument #202300004129, while being part of P.P.N. 0370209500, all references to records being on file in the Office of the Recorder, Fairfield County, Ohio

OWNER AGREEMENT

I, the undersigned, **BERARDINO PALMIERI**, President of **SP HILL ROAD DEVELOPMENT, INC.** being the owner and lienholders, of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents **South Hampton Section 1, Part 1**, a subdivision containing Lots numbered 1-13 and 33-38 inclusive, Open Space "A", Open Space "B", and Open Space "C", do voluntarily consent to the execution of said plat and dedicates to public use, as such, Hill Road (0.319 Acres), Crescent View Drive (1.485 Acres) and Alban Woods Way (0.053 Acres), shown hereon.

In Witness Whereof, **BERARDINO PALMIERI**, President of **SP HILL ROAD DEVELOPMENT, INC.** have hereunto set their hand

this _____ day of _____, 2023.

Signed and acknowledged
in the presence of:

SP Hill Road Development, Inc.

WITNESS:

By _____
BERARDINO PALMIERI, President

WITNESS:

STATE OF OHIO
COUNTY OF _____ ss:

Before me, a Notary Public in and for said State, personally appeared **BERARDINO PALMIERI**, President of **SP HILL ROAD DEVELOPMENT, INC.**, Acknowledged the signing of the foregoing instrument his voluntary act and deed and the free and voluntary act and deed of said company, for the uses and purposes expressed therein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2023.

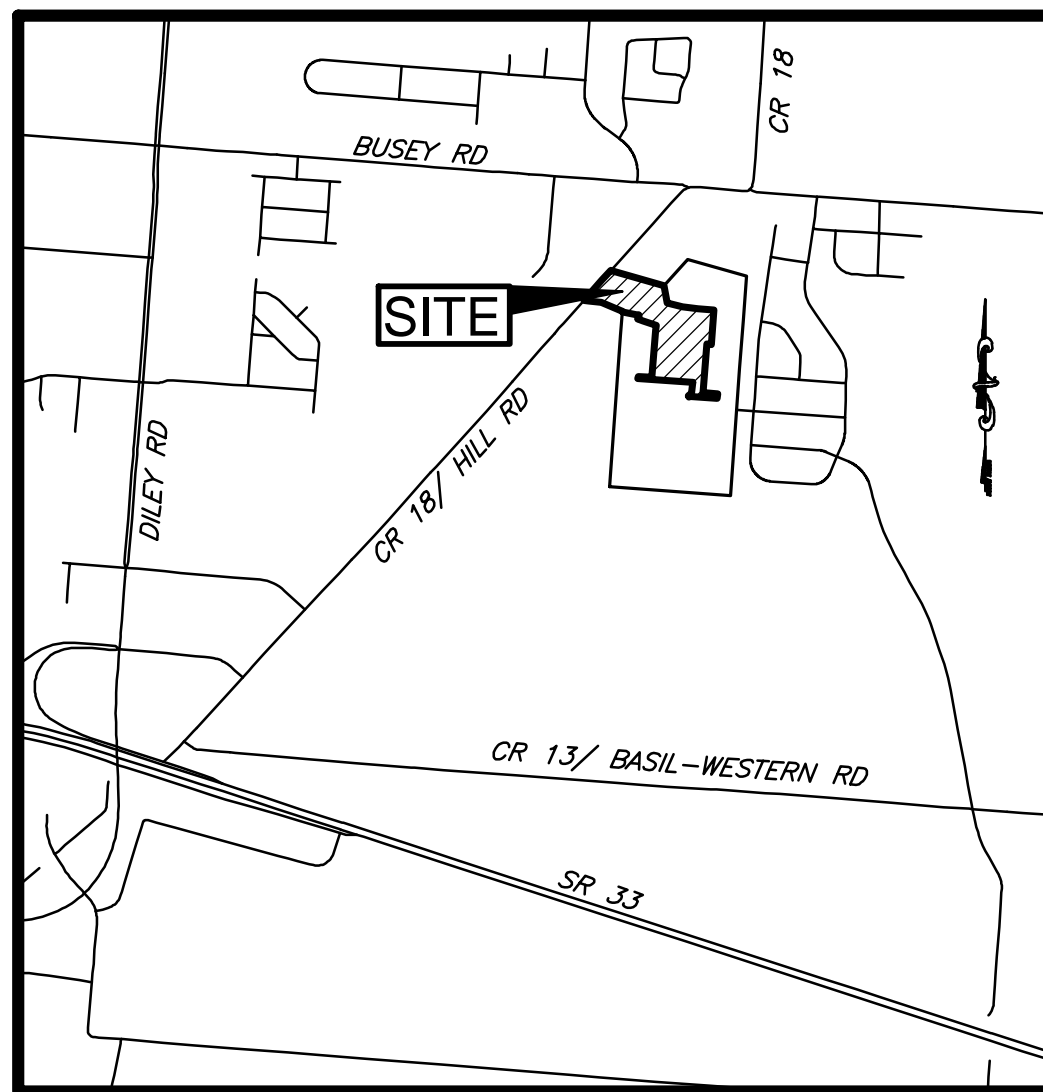
Notary Public, State of Ohio

My commission expires _____

I hereby certify that this plat represents a true and complete survey made by me or under my supervision in November of 2021, and that all markers and monuments indicated are in place or will be in place by the time of street acceptance and are correctly shown as to materials, locations and meets the latest provision of Ohio Administrative Code Chapter 4733-37 - Minimum Standards for Boundary Surveys in the State of Ohio.

By _____ Date _____
Scott A England,
Professional Surveyor No 7452

Township of Violet, County of Fairfield, State of Ohio,
Township 15, Range 20, Section 21, Southeast Quarter



LOCATION MAP
NO SCALE

SITE STATISTICS

Total Acreage	=	12.538 Acres
Lot Area	=	4.253 Acres
Total # of Lots	=	19 Lots
Open Space Area	=	6.428 Acres
Right of Way Area	=	1.857 Acres
Length of Street	=	1,192 L.F.
Min. Lot Width	=	73' Ft. (at Building Line)
Existing Zoning	=	P.D.

PARENT PARCEL

SP Hill Road Development, Inc.
Instrument Number 202300004129
PID# 037-02095-00,
Total Acreage = 50.904 Acres

SURVEY DATA

BASIS OF BEARINGS: For the purpose of this plat the bearings are based on the South line of the Southeast Quarter of Section 21, as being S 89°50'20" W, and is an assumed Meridian used to denote angles only.

SOURCE OF DATA: The sources of recorded survey data are the records of the Fairfield County, Ohio Recorder, and referenced in the plan and text of this plat.

MONUMENT MARKERS: Permanent Monuments set are 30" x 1" solid iron pins to be set upon completion of construction.

Markers shall be three-fourths (3/4) inch steel rod eighteen (18) inches in length, or more with a cap inscribed P.S. 7452. Markers shall be placed at each corner of all lots and at all angles in property line where permanent monuments are not already located. The markers shall be flush with the finish grade or counter sunk to afford protection from being disturbed.

Monuments shown on the plat as not in place at the time of recording shall be placed prior to acceptance of the streets.

Approved and accepted this _____ day of _____, 2023. The streets, roads, etc. herein dedicated to public use are hereby accepted as such for the County of Fairfield, State of Ohio.

This plat is hereby approved as of _____, 2023, however, streets are not accepted until inspected and approved.

This plat is hereby approved as of _____, 2023, however, sanitary sewers and waterlines are not accepted until inspected and approved.

I hereby certify that this plat was approved by the Fairfield County Regional Planning Commission on _____, 2023. This approval becomes void unless this plat is filed for recording within one hundred and eighty (180) days of the above approval.

This plat is consistent with the current Violet Township Zoning Resolution.

I hereby certify that the land described by this plat was transferred on _____, 2023.

I hereby certify that this plat was filed for recording on _____, 2023, at ____am-pm and that it was recorded on _____, 2023, in Inst. No. _____ records of Fairfield County, Ohio. Fee \$ _____.

Steve A. Davis

Jeff Fix

David Levacy

Jeremiah D. Upp,
Fairfield County Engineer

Tony J Vogel,
Fairfield County Sanitary Engineer

Holly Mattei,
Director, Fairfield County
Regional Planning Commission

Kelly Sarko,
Violet Township Zoning Inspector

Carri L. Brown, PhD, MBA, CGFM,
Fairfield County Auditor

Lisa McKenzie,
Fairfield County Recorder

OWNER

SP Hill Road Development, Inc.
5201 Richmond Road, Suite 1
Bedford Heights, Ohio 44146
Ph. 440-498-9411

DEVELOPER



5201 Richmond Road, Suite 1
Bedford Heights, Ohio 44146
Ph. 440-498-9411

ENGINEER/SURVEYOR

TAT WATCON
CONSULTING ENGINEERS
& SURVEYORS
83 Shull Avenue
Gahanna, Ohio 43230
Ph. (614) 414-7979

South Hampton Section 1, Part 1

Township of Violet, County of Fairfield, State of Ohio,
Township 15, Range 20, Section 21, Southeast Quarter

Description of 12.538 Acres (Continued)

24. with a curve to the left (Radius of 25.00', Delta Angle 46°41'42", arc length 20.37 feet) with a chord bearing N 02°11'35" W 19.82 feet, to a ¾" o.d. iron pin set;
25. N 79°05'15" W 144.06 feet, to the PRINCIPLE PLACE OF BEGINNING.

Said parcel as surveyed contains 12.538 Acres, more or less, and is subject to all legal easements, right of ways, zoning restrictions, and ordinances of record.

The bearings of the above description are based on the South line of the Southeast Quarter of Section 21, as being S 89°50'20" W, and is an assumed Meridian used to denote angles only.

All iron pins set are 3/4" o.d. iron pipes 30" long with caps labeled "Watcon #S-7452".

The above description is based on an actual field survey in December of 2020 by Watcon Engineering & Surveying, under the direct supervision of Scott A. England, Ohio Registered Surveyor #S-7452.

NOTES

NOTE "A" The purpose of this plat is to show certain property rights—of—ways, and easements boundaries as of the time of platting. At the request of zoning and planning authorities at the time of platting, this plat shows some of the limitations and requirements of the zoning code in effect on the date of filing this plat for reference only. The limitations and requirements may change from time to time and should be reviewed to determine the then current applicable by the government authority having jurisdiction. The then applicable zoning code shall control over conflicting limitations and requirements that may be shown as on this plat.

NOTE "B": No Vehicular Access shall be permitted to Open Spaces "A"—"C" with the exception of maintenance vehicles.

NOTE "C": No Vehicular Access to be in effect until such time as the public street right—of—way is extended and dedicated by plat.

NOTE "D" All lots in the South Hampton Subdivision shown on this plat shall be part of a drainage maintenance district for the maintenance, repair and replacement of the drainage/ storm sewer system serving the South Hampton Subdivision. Each lot shall be assessed in accordance with the rules and regulations governing such district for the inspections, maintenance, repair and replacement of such drainage/storm sewer system.

NOTE "E" Areas designated as "Perimeter No Build Zone" shall not allow permanent structures such as decks, patios or fences but shall allow trees, bushes and other landscape materials to be planted. All existing trees within this area shall be preserved and remain undisturbed with the exception of dead or poor conditioned trees or for utility crossings. Utilities are allowed within this Zone.

NOTE "F" Open Spaces "A", "B", & "C" shall be owned, maintained, managed and governed by the South Hampton Homeowners' Association, Inc. (HOA) and shall be used as Passive Open Space and Recreation. All amenities located on and within all Open Space areas including trees, ponds, landscaping, landscape structures, multi—use paths, fencing, signage and/or other similar recreational installations or amenities, constructed by the Developer for the owners within the South Hampton Subdivision shall be owned and maintained by the South Hampton Homeowners Association Inc.

NOTE "G" All of South Hampton is located in the Flood Hazard Zone X as shown on the Federal Emergency Management Agency Flood Insurance Rate Map, Map Number 39045C0110G, effective date JANUARY 6, 2012.

NOTE "H" The Multi—Use Path Easements shown along the Hill Road right—of—way and the north side of Crescent View Drive along lots 1—7 are for an 8' paved Multi—Use Path. The H.O.A. will maintain the pavement of the multi—use path and the grass in the Open Space and the Homeowner will maintain the grass within the individual Lots.

NOTE "I" New Deciduous and Evergreen Trees will be installed by the developer within the areas designated as "Landscape Easement". Trees within the Open Space areas shall be maintained at the expense of the HOA.

NOTE "J" Fences: With the exception of HOA approved fencing with respect to any swimming pool, fences shall not be allowed in South Hampton. The approved style and materials for fences are set forth in Exhibit E of the approved Zoning Text.

NOTE "K" Vegetative Swale: The vegetative swale located within Open Space "B" shall be mowed by the HOA, and maintained from a Utility perspective by the County.

Situated in the Township of Violet, County of Fairfield, State of Ohio, and being a part of the Southeast Quarter of Section 21, Township 15N, Range 20W, of the Congress Lands, and being more particularly described as follows:

Being a Survey of 12.538 Acres all out of a 50.904 Acre parcel conveyed to SP Hill Road Development, Inc., as recorded in Instrument No. 202300004129 while being part of Auditor's P.P.N. 037-02095-00, all references to records being on file in the Fairfield County Deed Records, and further described as follows:

Commencing at a stone found marking the Southeast corner of the Southeast Quarter of Section 21, the same being the Southwest corner of Woodstream Section 4, Phase 2, as recorded in Plat Cabinet 2, Slot 126, the same being the Northwest corner of a 27.57 Acre parcel conveyed to Sheridan Smith, as recorded in Official Record 1607, Page 1902, the same being the Northeast corner of a 100.57 Acre parcel conveyed to Thomas L. Thornton, as recorded in Instrument No. 202100033670, the same being the Southeast corner of said 50.904 Acre parcel, of which this description is a part, and being the Point of Commencement;

Thence, N 85°38'47" W 1087.54 feet, with the North line of said Thornton parcel, the same being the South line of said 50.904 Acre parcel of which this description is a part. the same being the South line of Section 21, the same being the North line of Section 28, to a ¾" o.d. iron pin found marking the Southeast corner of a 8.72 Acre parcel conveyed to Gregory M and Carmen L. Bigus Surv, as recorded in Instrument No. 202100025254, the same being the Southwest corner of said 50.904 Acre parcel of which this description is a part;

Thence with the East line of said Bigus parcel, the same being the West line of said 50.904 Acre parcel of which this description is a part, for the following two (2) courses and distances;

1. N 04°09'29" E 1,362.30 feet, to a ¾" o.d. iron pin found;
2. N 04°42'16" E 206.52 feet, to a ¾" o.d. iron pin set marking the PRINCIPLE PLACE OF BEGINNING;

Thence, N 04°42'16" E 11.47 feet, with the East line of said Bigus parcel, the same being the West line of said 50.904 Acre parcel of which this description is a part, to a ¾" o.d. iron pin found marking the Northeast corner of said Bigus parcel, the same being a northwest corner of said 50.904 Acre parcel of which this description is a part;

Thence with the North line of said Bigus parcel and the South line of said 50.904 Acre parcel of which this description is a part, for the following two (2) courses and distances;

1. N 67°33'07" W 202.72 feet, to a ¾" o.d. iron pin found;
2. N 82°23'42" W 156.20 feet, to a point, passing a ¾" o.d. iron pin found at a distance of 109.61 feet;

Thence, N 41°38'33" E 360.00 feet, with the East line of a 0.53 Acre parcel conveyed to William B. Thacker, as recorded in Official Record 1192, Page 1933, the same being the East line of a 0.54 Acre parcel conveyed to Roberta M Miller, as recorded in Official Record 1694, Page 2902, the same being a 7.5 Acre parcel conveyed to Mary Pauline Fowler, as recorded in Official Record 1383, Page 849, the same being the West line of said 50.904 Acre parcel of which this description is a part, to a point;

Thence, S 74°00'07" E 500.00 feet, with the South line of a 2.04 Acre parcel conveyed to Martha L. Cloyes, Tr, as recorded in Instrument No. 202200013430, the same being the North line of said 50.904 Acre parcel of which this description is a part, to a ¾" o.d. iron pin found marking the Southeast corner of said Cloyes parcel, passing a ¾" o.d. iron pin set at a distance of 43.67 feet;

Thence crossing said 50.904 Acre parcel of which this description is a part, for the following twenty five (25) courses and distances;

1. S 09°07'10" E 159.90 feet, to a 1" o.d. iron pin encased in concrete set;
2. S 75°50'45" E 139.71 feet, to a ¾" o.d. iron pin set;
3. S 82°49'59" E 140.17 feet, to a ¾" o.d. iron pin set;
4. S 85°50'01" E 146.00 feet, to a 1" o.d. iron pin encased in concrete set;
5. S 04°09'59" W 310.00 feet, to a ¾" o.d. iron pin set;
6. N 85°50'01" W 44.00 feet, to a 1" o.d. iron pin encased in concrete set;
7. S 04°09'59" W 438.00 feet, to a 1" o.d. iron pin encased in concrete set;
8. S 85°50'01" E 130.00 feet, to a ¾" o.d. iron pin set;
9. S 04°09'59" W 37.05 feet, to a ¾" o.d. iron pin set;
10. N 85°50'01" W 225.00 feet, to a ¾" o.d. iron pin set;
11. S 74°13'42" W 31.91 feet, to a ¾" o.d. iron pin set;
12. N 04°09'59" E 10.88 feet, to a ¾" o.d. iron pin set;
13. N 85°50'01" W 5.87 feet, to a ¾" o.d. iron pin set;
14. N 51°50'27" E 38.82 feet, to a ¾" o.d. iron pin set;
15. N 04°09'59" E 93.86 feet, to a 1" o.d. iron pin encased in concrete set;
16. N 85°50'01" W 491.00 feet, to a ¾" o.d. iron pin set;
17. N 04°09'59" E 20.00 feet, to a ¾" o.d. iron pin set;
18. S 85°50'01" E 125.00 feet, to a ¾" o.d. iron pin set;
19. N 04°09'59" E 426.00 feet, to a ¾" o.d. iron pin set;
20. N 08°46'57" E 45.33 feet, to a 1" o.d. iron pin encased in concrete set;
21. N 71°39'20" W 125.82 feet, to a ¾" o.d. iron pin set;
22. N 71°51'31" W 50.00 feet, to a ¾" o.d. iron pin set;
23. with a curve to the right (Radius of 275.00', Delta Angle 03°00'47", arc length 14.46 feet) with a chord bearing N 19°38'53" E 14.46 feet, to a ¾" o.d. iron pin set;

WATERLINE EASEMENTS: Waterline easements shown on this plat are for the construction, operation, maintenance, repair, replacement, or removal of utility lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever.

UTILITY EASEMENTS: Utility easements shown on this plat are for the construction, operation, maintenance, repair, replacement, or removal of utility lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever.

UTILITY AND SANITARY SEWER EASEMENTS: Utility and sanitary sewer easements shown on this plat are for the construction, operation, maintenance, repair, replacement, or removal of utility and sanitary sewer lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever.

SANITARY SEWER EASEMENTS: Easements designated as Sanitary Sewer Easements on this plat are for the construction, operation, maintenance, repair, replacement, or removal of sanitary sewer lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said sewers and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. No other utilities are to be placed or constructed in designated Sanitary Sewer Easements.

DRAINAGE EASEMENTS: An easement is hereby granted for the purpose of construction, operation, reconstruction, usage, and maintenance of storm drainage swales, ditches and underground piping and appurtenant works on any part of easement areas designated "Drainage Easement" hereon including the right to construct, clean, repair, keep unobstructed, and care for said sewers, swales, ditches, piping and appurtenant structures, together with the right of access to the said areas for said purpose. No above grade structures, dams, or other obstructions to the flow of storm water runoff are permitted within the drainage easement areas as delineated on this plat, except those shown on the approved construction drawings.

DRAINAGE MAINTENANCE DISTRICT: A maintenance agreement for drainage facilities is a part of the improvement plans of the above real (South Hampton Section 1, Part 1) subdivision and the obligation to pay the maintenance fees shall pass with the Title to the property. There shall be inserted in each deed passing Title to any of the land herein by the owner or developer the words:

"Title to the fee includes the obligation to pay the drainage maintenance fee assessed, or to be assessed, by the county, pursuant to the Ohio Revised Code 6137 and following sections. This includes the obligation to pay such portions of the drainage maintenance fee assessment, or to be assessed, to the public corporation(s) as established in the original schedule, as amended from time to time."

All lots in the Subdivision shall be part of a drainage maintenance district for the maintenance, repair and replacement of the drainage/storm sewer system serving the Subdivision. Each lot shall be assessed in accordance with the rules and regulations governing such district for the inspections, maintenance repair and replacement of such drainage/storm sewer system.

The owner or owners of the fee simple title to each of the lots and lands shown hereon that has within it a portion of the area designated hereon as "Drainage Easement" shall care for, maintain, and keep open and unobstructed the major storm drainage swale within said portion of the drainage easement area.

The easement for storm sewer, storm drainage swales, and appurtenant works is hereby granted to the Board of Fairfield County Commissioners and its assigns, for use at such time as it is determined that for reasons of public health, safety, and welfare it is necessary to construct, reconstruct, maintain, and keep open and unobstructed the major storm drainage swales within said "drainage easement area" or "drainage and sanitary sewer easement area" and that the costs thereof, both direct and incidental thereto, shall be paid for by the owner or owners of the fee simple title to the lots and land upon which such maintenance is performed, unless paid by a drainage maintenance district established for the Subdivision.

A property owners association is required as a condition of this plat. All property owners shall be members of said association, and shall be subject to the provisions of a Declaration of Covenants, Easements, Restrictions and Assessments for South Hampton and responsible for items identified in the document establishing said association and the Declaration.

Prepared By:

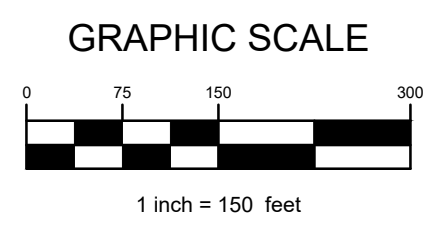
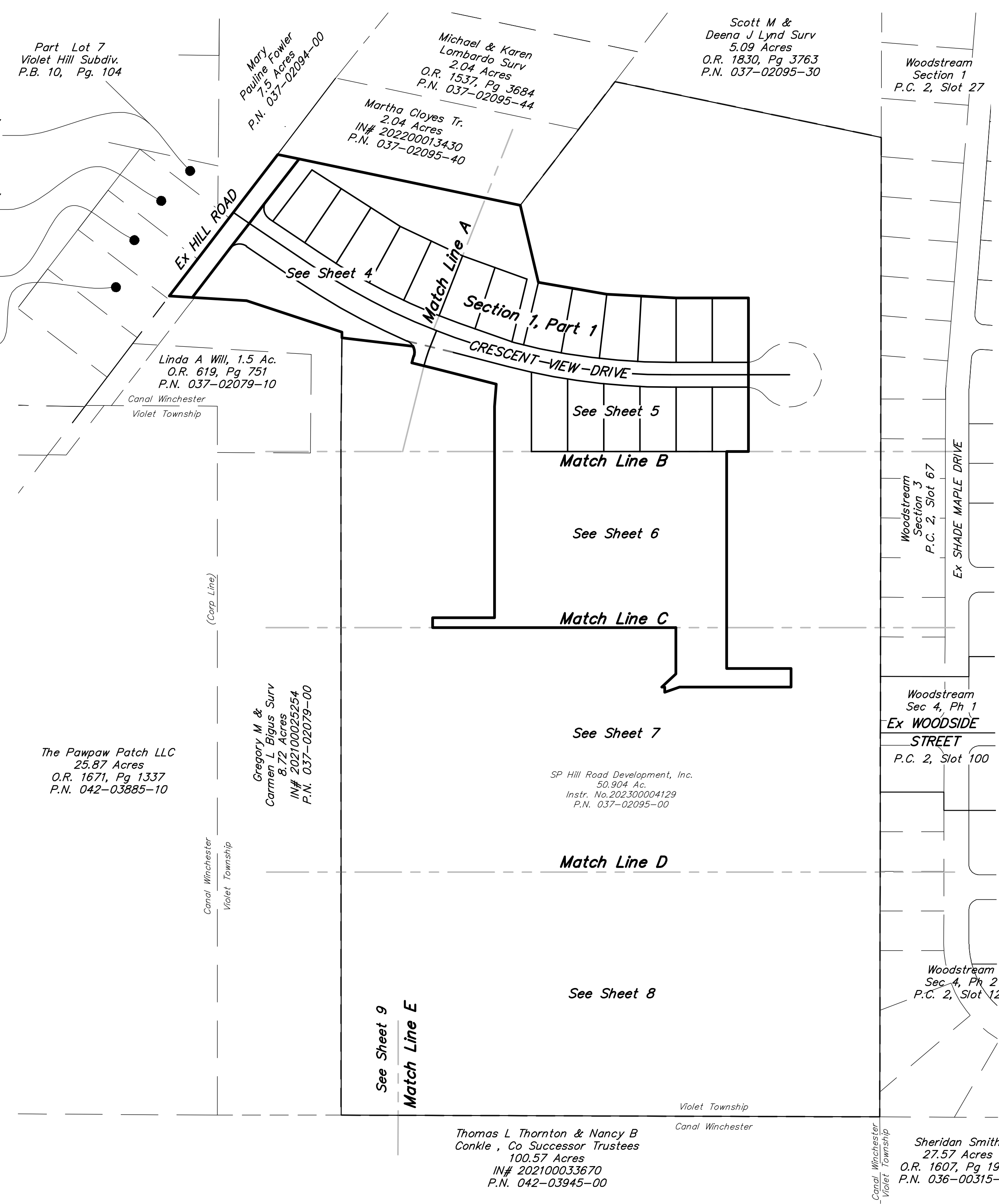


CONSULTING ENGINEERS
& SURVEYORS
83 Shull Avenue Ph.
Gahanna, Ohio 43230
(614) 414-7979

FINAL PLAT
FOR

South Hampton Section 1, Part 1

Township of Violet, County of Fairfield, State of
Ohio, Township 15, Range 20, Section 21,
Southeast Quarter



Prepared By:

WATCON

CONSULTING ENGINEERS & SURVEYORS
83 Shull Avenue Ph.
Gahanna, Ohio 43230
(614) 414-7979

SHEET INDEX
Scale: 1=150'

Z:\SOUTH HAMPTON\DRAWINGS\3-FINAL PLAT\SECTION 1, PT 1\SH SEC 1, PT 1 FINAL PLAT.DWG -- J XREFS: South Hampton Engineering Base -- PLOTTED BY JIM WATKINS -- October 30, 2023 -- 9:41 AM

South Hampton Section 1, Part 1

Township of Violet, County of Fairfield, State of Ohio,
Township 15, Range 20, Section 21, Southeast Quarter

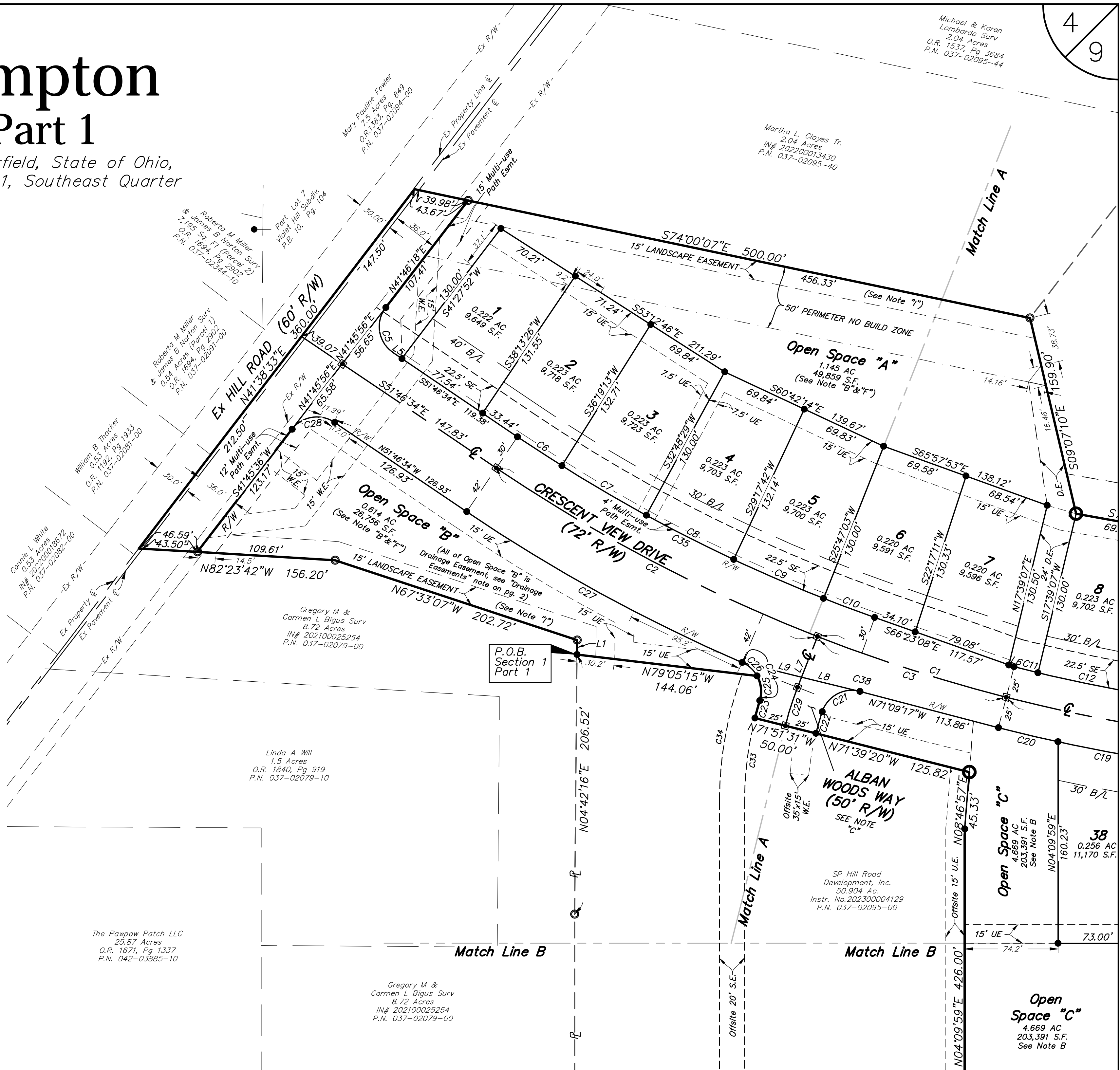
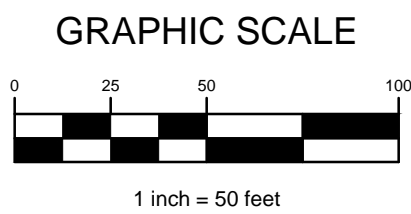
FINAL PLAT
FOR

Michael & Karen
Lombardo Surv
2.04 Acres
O.R. 1537, Pg. 3684
P.N. 037-02095-44

4
9

LEGEND

- = 1" Iron Pin Encased in Concrete Set (Permanent Marker)
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- WE = Water Easement



P.O.B.
Section 1
Part 1

Gregory M. &
Carmen L. Bigus Surv
8.72 Acres
IN# 202100025254
P.N. 037-02079-00

Linda A. Will
1.5 Acres
O.R. 1840, Pg. 919
P.N. 037-02079-10

The Pawpaw Patch LLC
25.87 Acres
O.R. 1671, Pg. 1337
P.N. 042-03885-10

SP Hill Road
Development, Inc.
50.904 Ac.
Instr. No. 202300004129
P.N. 037-02095-00

Gregory M. &
Carmen L. Bigus Surv
8.72 Acres
IN# 202100025254
P.N. 037-02079-00

Open
Space "C"
4.669 AC
203,391 S.F.
See Note B

Prepared By:
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CONSULTING ENGINEERS & SURVEYORS
83 Shull Avenue Ph.
Gahanna, Ohio 43230
(614) 414-7979

Z:\SOUTH HAMPTON\DRAWINGS\3-FINAL PLAT\SECTION 1 - PT 1\SH SEC 1 - PT 1 FINAL PLAT.DWG - J. XPEES, South Hampton Engineering, Base - PLOTTED BY JIM WATKINS - November 21, 2023 - 8:47 AM

LEGEND

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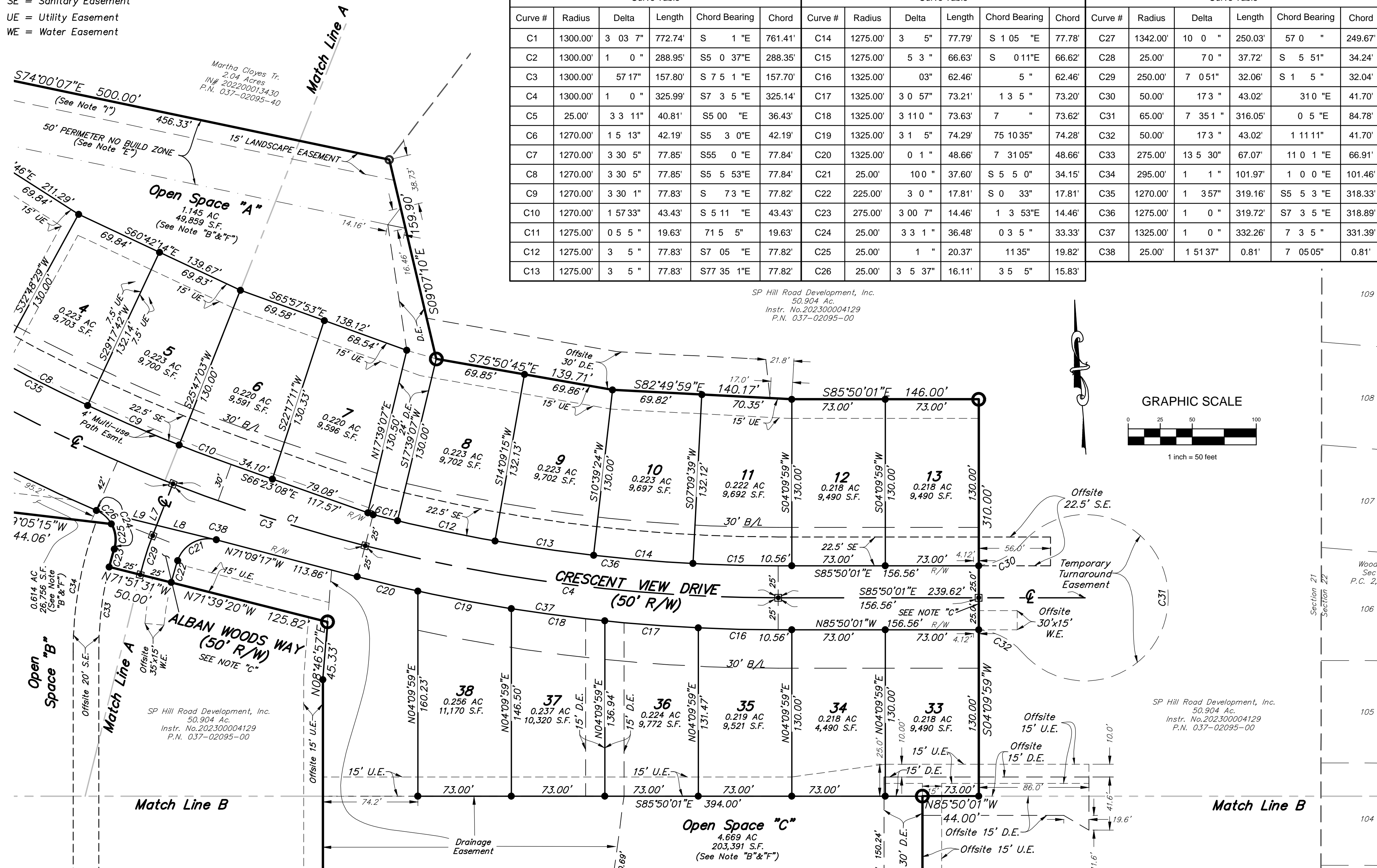
Prepared By:
WATCON
CONSULTING ENGINEERS
& SURVEYORS
83 Shull Avenue Ph.
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FINAL PLAT FOR South Hampton Section 1, Part 1

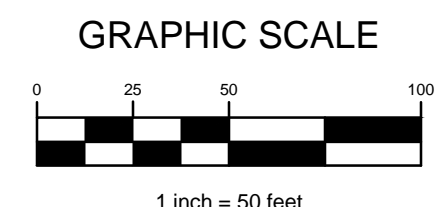
Township of Violet, County of Fairfield, State of Ohio,
Township 15, Range 20, Section 21, Southeast Quarter

Line Table			Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length
L1	1 "E	11.47'	L5	51 3 "	8.40'	L9	7 0505"	48.67'
L2	S7 13 "	31.91'	L6	30 "	4.39'			
L3	0 5 "E	10.88'	L7	5 0"E	43.44'			
L4	5 50 01"	5.87'	L8	7 05 05"	46.95'			

Curve Table						Curve Table						Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord	Curve #	Radius	Delta	Length	Chord Bearing	Chord	Curve #	Radius	Delta	Length	Chord Bearing	Chord
C1	1300.00'	3 03 7"	772.74'	S 1 "E	761.41'	C14	1275.00'	3 5"	77.79'	S 1 05 "E	77.78'	C27	1342.00'	10 0 "	250.03'	S 7 0 "	249.67'
C2	1300.00'	1 0 "	288.95'	S 5 0 37"E	288.35'	C15	1275.00'	5 3 "	66.63'	S 0 11"E	66.62'	C28	25.00'	7 0 "	37.72'	S 5 51"	34.24'
C3	1300.00'	57 17"	157.80'	S 7 5 1 "E	157.70'	C16	1325.00'	03"	62.46'	5 "	62.46'	C29	250.00'	7 0 51"	32.06'	S 1 5 "	32.04'
C4	1300.00'	1 0 "	325.99'	S 7 3 5 "E	325.14'	C17	1325.00'	3 0 57"	73.21'	1 3 5 "	73.20'	C30	50.00'	17 3 "	43.02'	31 0 "E	41.70'
C5	25.00'	3 3 11"	40.81'	S 5 00 "E	36.43'	C18	1325.00'	3 1 10 "	73.63'	7 "	73.62'	C31	65.00'	7 3 51 "	316.05'	0 5 "E	84.78'
C6	1270.00'	1 5 13"	42.19'	S 5 3 0"E	42.19'	C19	1325.00'	3 1 5"	74.29'	7 5 10 35"	74.28'	C32	50.00'	17 3 "	43.02'	1 11 11"	41.70'
C7	1270.00'	3 30 5"	77.85'	S 5 5 0 "E	77.84'	C20	1325.00'	0 1 "	48.66'	7 3 10 5"	48.66'	C33	275.00'	13 5 30"	67.07'	11 0 1 "E	66.91'
C8	1270.00'	3 30 5"	77.85'	S 5 5 53"E	77.84'	C21	25.00'	100 "	37.60'	S 5 5 0"	34.15'	C34	295.00'	1 1 "	101.97'	1 0 0 "E	101.46'
C9	1270.00'	3 30 1"	77.83'	S 7 3 "E	77.82'	C22	225.00'	3 0 "	17.81'	S 0 33"	17.81'	C35	1270.00'	1 3 57"	319.16'	S 5 5 3 "E	318.33'
C10	1270.00'	1 57 33"	43.43'	S 5 11 "E	43.43'	C23	275.00'	3 00 7"	14.46'	1 3 5 3"E	14.46'	C36	1275.00'	1 0 "	319.72'	S 7 3 5 "E	318.89'
C11	1275.00'	0 5 5 "	19.63'	71 5 5 "	19.63'	C24	25.00'	3 3 1 "	36.48'	0 3 5 "	33.33'	C37	1325.00'	1 0 "	332.26'	7 3 5 "	331.39'
C12	1275.00'	3 5 "	77.83'	S 7 0 5 "E	77.82'	C25	25.00'	1 "	20.37'	11 35"	19.82'	C38	25.00'	1 5 13 7"	0.81'	7 0 5 0 5"	0.81'
C13	1275.00'	3 5 "	77.83'	S 7 7 35 1"E	77.82'	C26	25.00'	3 5 37"	16.11'	3 5 5 "	15.83'						



SP Hill Road Development, Inc.
50.904 Ac.
Instr. No. 202300004129
P.N. 037-02095-00



LEGEND

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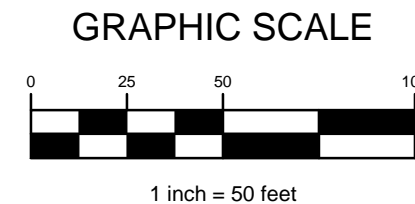
Prepared By:
WATCON
 CONSULTING ENGINEERS & SURVEYORS
 83 Shull Avenue Ph.
 Gahanna, Ohio 43230
 (614) 414-7979

FINAL PLAT
 FOR

South Hampton

Section 1, Part 1

Township of Violet, County of Fairfield, State of Ohio,
 Township 15, Range 20, Section 21, Southeast Quarter



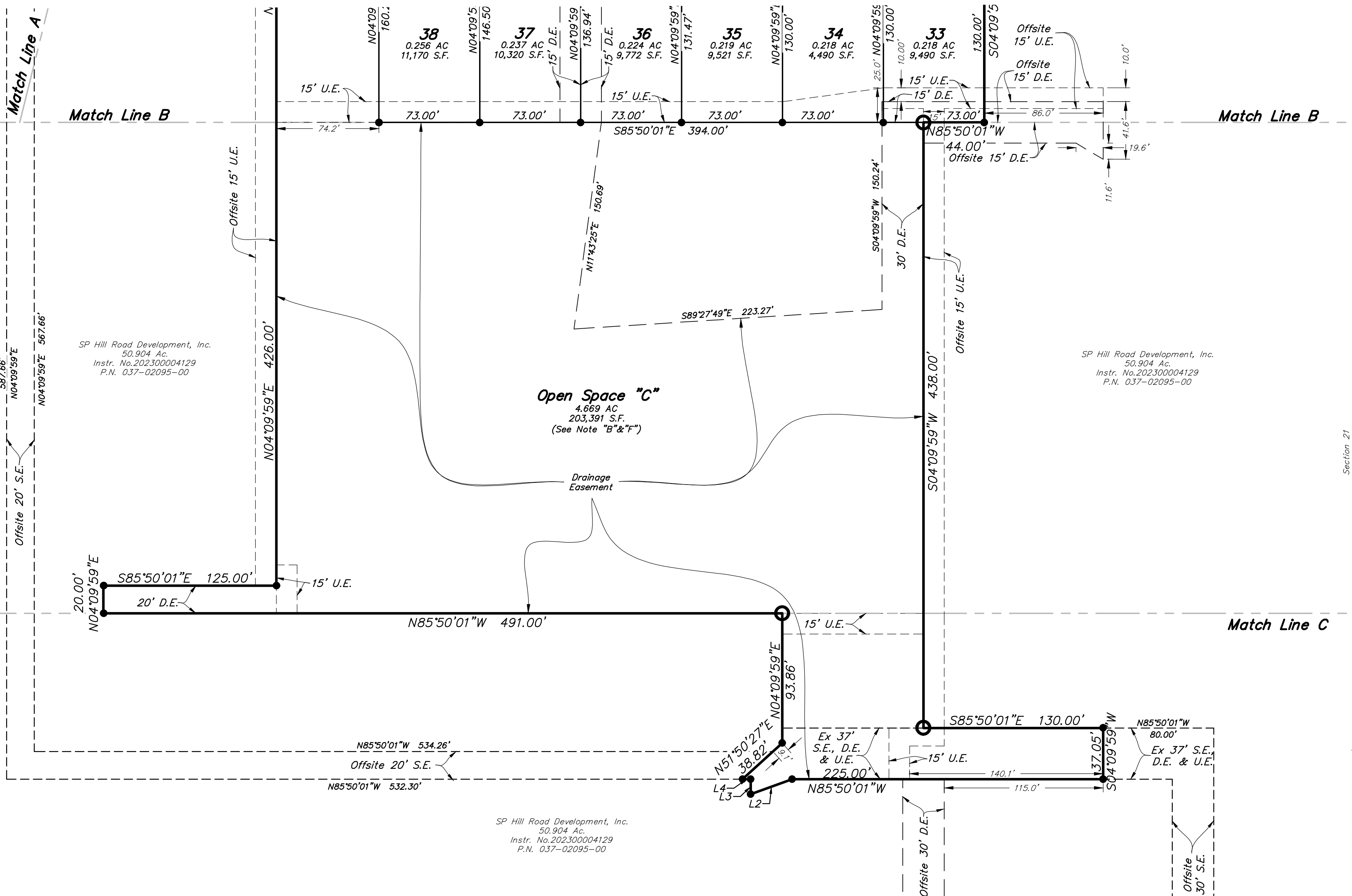
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Gregory M. & Carmen L. Bigus Surv
 8.72 Acres, IN# 202100025254
 P.N. 037-02079-00

N04°09'29"E 1362.30'

N04°09'59"E 567.66'

N04°09'59"E 567.66'



105
104
103
102
101
100
99
141
Woodstream
Sec 4, Ph 1

Prepared By:

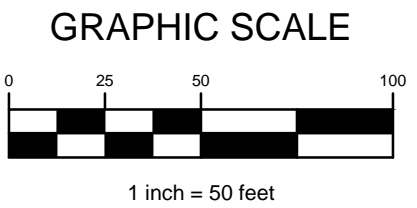


CONSULTING ENGINEERS & SURVEYORS
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FINAL PLAT
FOR

South Hampton Section 1, Part 1

Township of Violet, County of Fairfield, State of Ohio,
Township 15, Range 20, Section 21, Southeast Quarter

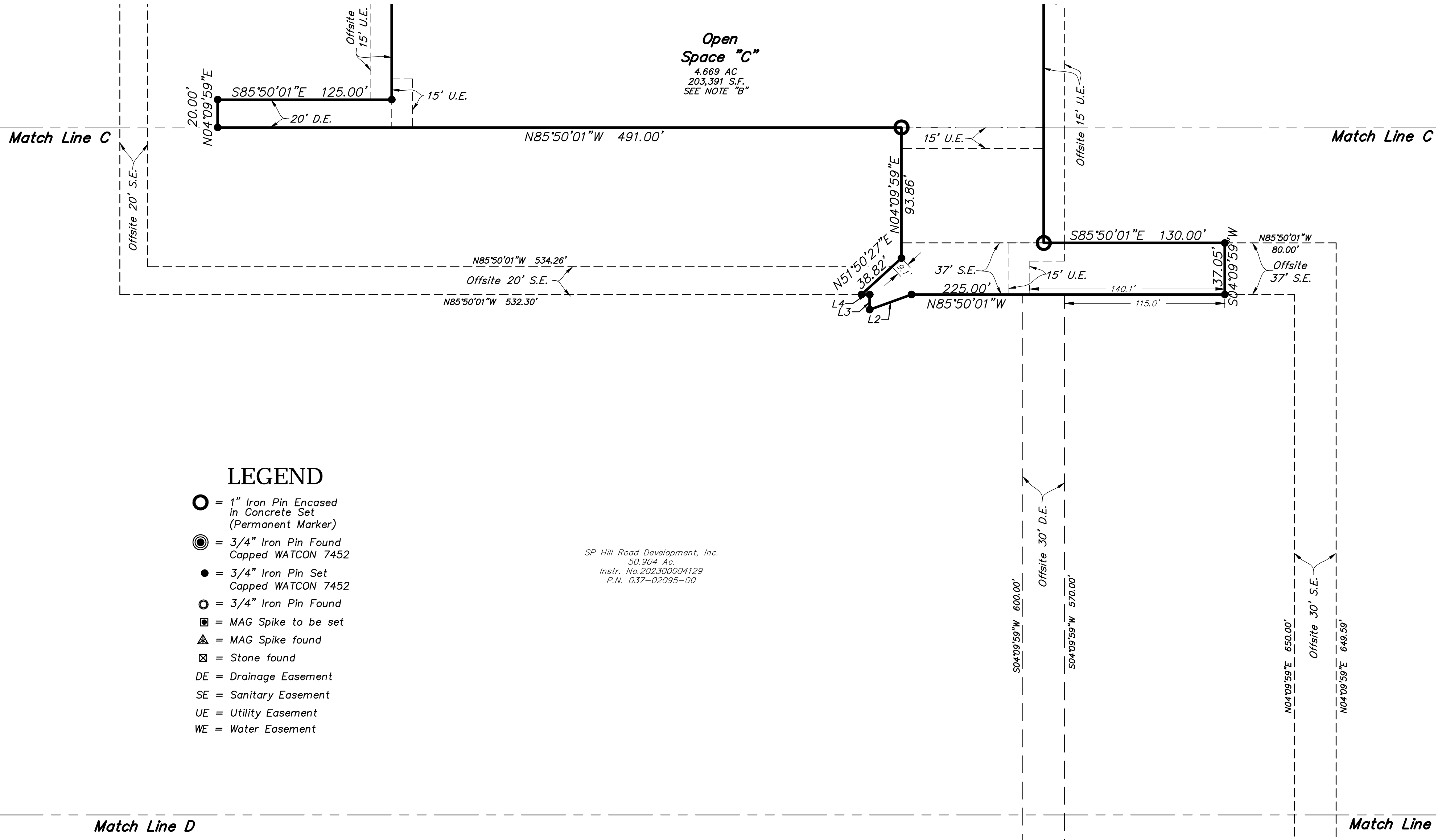


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Gregory M & Carmen L Bicus Surv
8.72 Acres, IN# 2021000254
P.N. 037-02079-00

N04°09'29"E 1362.30'

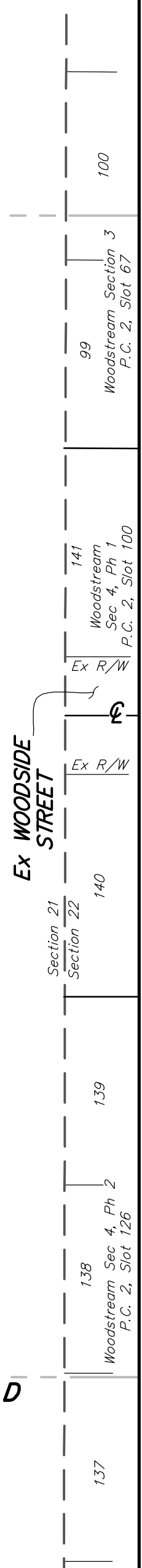
Open
Space "C"
4.669 AC
203,391 S.F.
SEE NOTE "B"



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SP Hill Road Development, Inc.
50.904 Ac.
Instr. No. 202300004129
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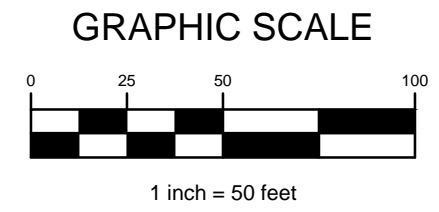


Prepared By:
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83 Shull Avenue Ph.
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FINAL PLAT
FOR

South Hampton Section 1, Part 1

Township of Violet, County of Fairfield, State of Ohio,
Township 15, Range 20, Section 21, Southeast Quarter



Z:\SOUTH HAMPTON\DRAWINGS\3-FINAL PLAT\SECTION 1, PT 1\SH SEC 1.PT 1.FINAL PLAT.DWG -- J XREFS: South Hampton Engineering Base -- PLOTTED BY JLM WATKINS -- November 14, 2023 -- 4:43 PM
Gregory M & Carmen L Bigus Surv
8.72 Acres, IN# 202100025254
P.N. 037-02079-00

Match Line D

Match Line D

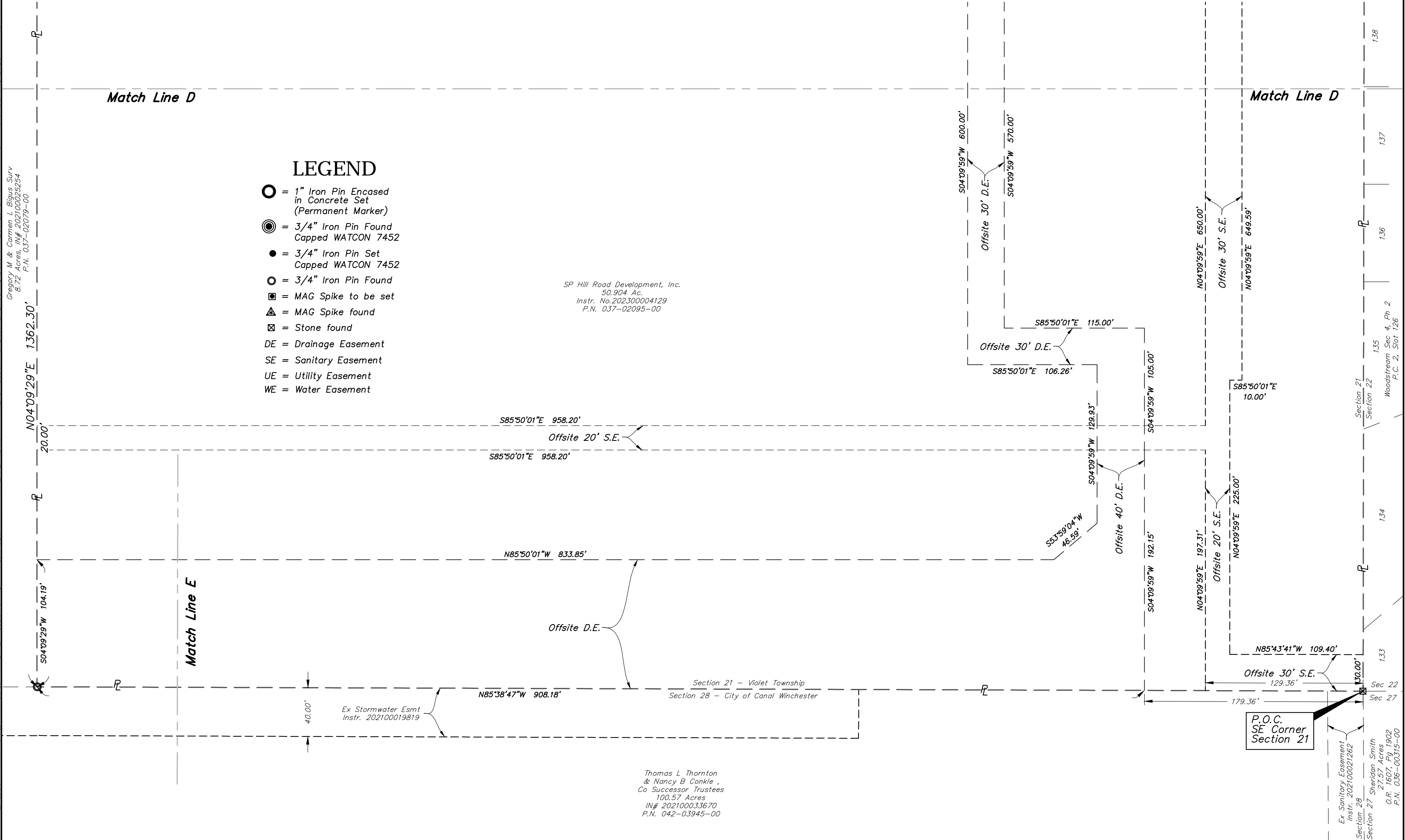
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- = MAG Spike to be set
- ▲ = MAG Spike found
- ⊠ = Stone found
- DE = Drainage Easement
- SE = Sanitary Easement
- UE = Utility Easement
- WE = Water Easement

SP Hill Road Development, Inc.
50.904 Ac.
Instr. No. 202300004129
P.N. 037-02095-00

Thomas L. Thornton
& Nancy B. Conkle,
Co Successor Trustees
100.57 Acres
IN# 202100033670
P.N. 042-03945-00

Ex Sanitary Easement
Instr. 202100021262
Section 28
Section 27 Sheridan Smith
27.57 Acres
O.R. 1607, Pg 1902
P.N. 036-00315-00



P.O.C.
SE Corner
Section 21

1.38
1.37
1.36
1.35
1.34
1.33
Section 21
Section 22
Woodstream Sec 4, Ph 2
P.C. 2, Slot 126

LEGEND

- = 1" Iron Pin Encased in Concrete Set (Permanent Marker)
- ⊙ = 3/4" Iron Pin Found Capped WATCON 7452
- = 3/4" Iron Pin Set Capped WATCON 7452
- = 3/4" Iron Pin Found
- ⊠ = MAG Spike to be set
- ▲ = MAG Spike found
- ⊞ = Stone found
- DE = Drainage Easement
- SE = Sanitary Easement
- UE = Utility Easement
- WE = Water Easement

Prepared By:



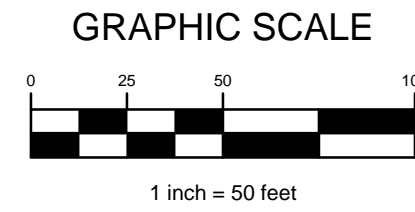
CONSULTING ENGINEERS & SURVEYORS
 83 Shull Avenue Ph.
 Gahanna, Ohio 43230
 (614) 414-7979

FINAL PLAT
FOR

South Hampton

Section 1, Part 1

Township of Violet, County of Fairfield, State of Ohio,
 Township 15, Range 20, Section 21, Southeast Quarter



Z:\SOUTH HAMPTON\DRAWINGS\3-FINAL PLAT\SECTION 1, PT 1\SH SEC 1 PT 1 FINAL PLAT.DWG - J XREFS: South Hampton Engineering Base - PLOTTED BY JIM WATKINS - November 14, 2023 - 4:43 PM

ORR KENNETH W
 & SHERRY L TRUSTEES
 8115 HILL RD NW
 CANAL WINCHESTER OH 43110
 P.N. 037-02092-20

KING TAMARA C
 & THOMAS E SURV
 8033 HILL RD
 CANAL WINCHESTER OH 43110
 P.N. 037-02078-00

DAVIS GWEN M
 & DAVIS CHARLES MARTIN SURV
 8021 HILL RD NW
 CANAL WINCHESTER OH 43110
 P.N. 037-02077-00

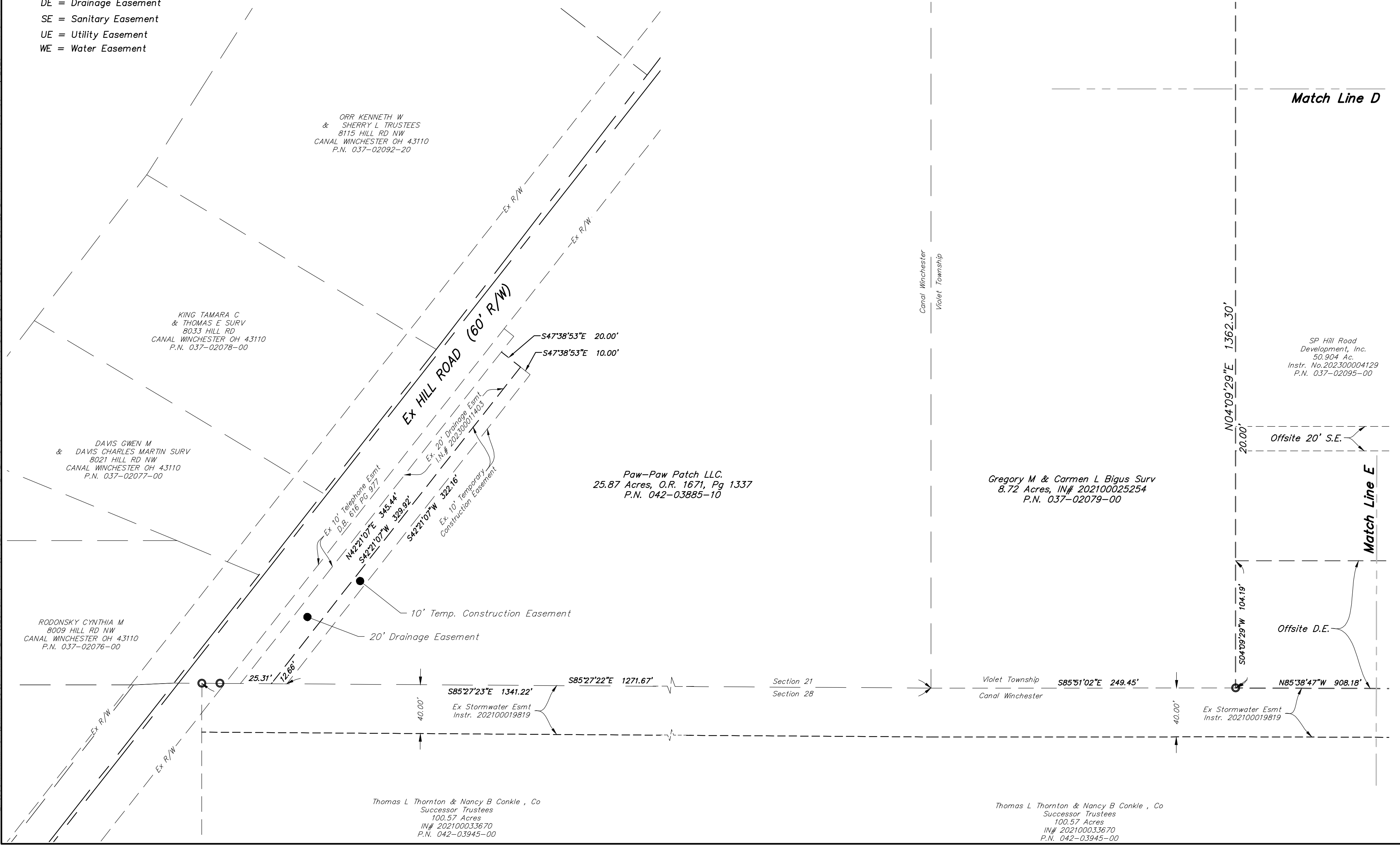
RODONSKY CYNTHIA M
 8009 HILL RD NW
 CANAL WINCHESTER OH 43110
 P.N. 037-02076-00

Thomas L Thornton & Nancy B Conkle, Co
 Successor Trustees
 100.57 Acres
 IN# 202100033670
 P.N. 042-03945-00

Paw-Paw Patch LLC.
 25.87 Acres, O.R. 1671, Pg 1337
 P.N. 042-03885-10

Gregory M & Carmen L Bigus Surv
 8.72 Acres, IN# 202100025254
 P.N. 037-02079-00

Thomas L Thornton & Nancy B Conkle, Co
 Successor Trustees
 100.57 Acres
 IN# 202100033670
 P.N. 042-03945-00



Match Line D

N04°09'29"E 1362.30'

SP Hill Road
 Development, Inc.
 50.904 Ac.
 Instr. No. 202300004129
 P.N. 037-02095-00

Offsite 20' S.E.

Match Line E

Offsite D.E.

S04°09'29"W 104.19'

Ex Stormwater Esmt
 Instr. 202100019819

Section 21
Section 28

Violet Township
 Canal Winchester

S85°51'02"E 249.45'

N85°38'47"W 908.18'

40.00'

Signature Page

Resolution No. 2024-04.23.x

A Resolution to Approve the South Hampton, Section 1, Part 1 Final Plat District
(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the disposal of vehicle by internet auction with Gov Deals, Inc. – Fairfield County Sheriff’s Office

WHEREAS, Resolution 2017-12.05.d was approved by the Board of County Commissioners to dispose assets through Gov Deals, Inc. for Fairfield County surplus property by internet auction for Calendar Year 2018; and

WHEREAS, ORC 307.12 permits the action; and

WHEREAS, the Fairfield County Sheriff’s Office no longer has a use for multiple vehicles and desire to sell by internet auction; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Board of Commissioners approves the disposal of the following vehicles by internet auction:

2008	DODGE AVENGER	1B3CC4FD1AN122880
2088	FORD TAURUS	1FAHP24W98G177325
2008	FORD EXPLORER	1FMEU73E68UB14272

Section 2. That the Commissioners’ Office process the disposal forms with the Auditor’s Office and notify Clark Insurance to remove from list.

Prepared by: Elisa Dowdy / Sheriff
cc: Lt. Jason Hodder / Sheriff
Sgt. John Warner / Sheriff
Christina Foster / Commissioners

Signature Page

Resolution No. 2024-04.23.y

A Resolution Authorizing the Disposal of a Vehicle by Internet Auction with Gov Deals, Inc.

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution of support of property for the Clean Ohio Local Agriculture Easement Purchase Program with the Ohio Department of Agriculture.

WHEREAS, On or about March 20, 2024, the Fairfield County Board of Commissioners reviewed a request from the Fairfield Soil and Water Conservation District, their designated Local Sponsor Representative, for support of applications to the Ohio Department of Agriculture for purchase of agricultural easements on properties located in Fairfield County (see attached map and agency review comments); and

WHEREAS, the Fairfield County Board of Commissioners has reviewed this request for support of the following farms; and

Crow-Stitzlein	Liberty Township	Heimberger Road	118 acres
Harden	Clearcreek Township	Pine Grove Road	89.12 acres
Myers	Rushcreek Township	West Point Road	112.08 acres
Quilliam	Walnut Township	Millersport Road	65.6 acres

WHEREAS, the Fairfield County Board of Commissioners has determined that the nominations of the properties for consideration for purchase of agricultural easements, are compatible with long-range goals of the local government area regarding farmland preservation, and agrees to co-hold monitor and enforce the terms of easements; and

WHEREAS, the Fairfield County Board of Commissioners finds the requests for agricultural easements acceptable; and

WHEREAS, the landowners commit to donate at least 25% of the agricultural easement value; and

WHEREAS, the Fairfield County Board of Commissioners finds the requests for agricultural easements acceptable; and

WHEREAS, the funds were allocated to Fairfield County Board of Commissioners through a Cooperative Agreement for acquisitions of agricultural easements for parcels to be approved by the Director of the Ohio Department of Agriculture.

A resolution of support of property for the Clean Ohio Local Agriculture Easement Purchase Program with the Ohio Department of Agriculture.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

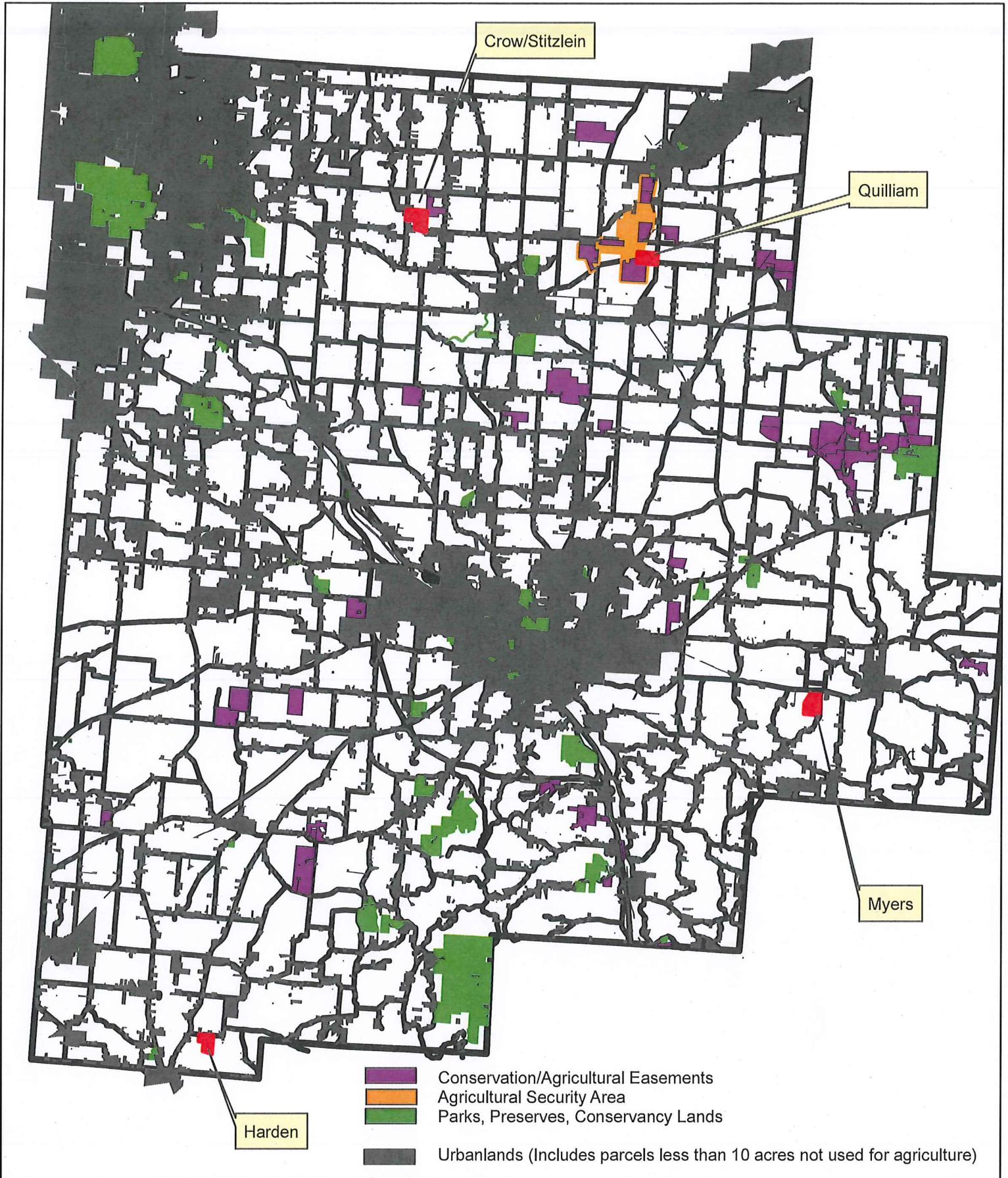
SECTION 1. That the Board of Commissioners hereby supports the request for nominations of the properties listed for purchase of agricultural easements through the Clean Ohio Local Agricultural Easement Purchase Program with the Ohio Department of Agriculture.

SECTION 2. That the Board of Commissioners commits to monitor and enforce the easement.

SECTION 3. That the landowner commits to donate at least 25% of the agricultural easement value.

SECTION 4. That the Clerk is hereby directed to transmit certified and sealed copies of this resolution to the Fairfield Soil and Water Conservation District, their designated Local Sponsor Representative.

Prepared by: Jonathan Ferbrache



2024 Fairfield County, Ohio Farmland Preservation Applications

2024 Farmland Preservation Application Review

Fairfield County Engineer
Fairfield County Utilities
Fairfield County Economic Development

Parcel: 0490248200 Walnut Township

Owner: Quilliam, Joshua A

Address: 9575 Millersport Road NE.

FCE- CR-11 Canal Road, 60'R/W. No additional R/W needed. CR-58 Millersport Road, 60'R/W. No additional R/W needed. 2-8-24

FCU- No specific concerns noted since 2-12-24.

FCED- No concerns. 2-12-24

FCRPC-See attached. 2-29-24

Parcel: 0210039400 Liberty Township

Owner: Crow-Stitzlein

Address: 10340 Heimberger Road NW

FCE- TR-237 Heimberger Road, 60'R/W. No additional R/W needed.

TR-232 Bickel Church Road, 33' total R/W. Bickel Church needs an additional 13.5 feet easement for a total of 30 feet on the north side. 2-8-24

FCU- Needs 30' along Heimberger Road and 30' easement along Bickel Church Road for sanitary and water with 10-foot separation. Water would likely be placed in road right of way. 2-12-24

FCED- No concerns. 2-12-24

FCRPC-See attached. 2-29-24

Parcel: 0340035800 Rushcreek Township

Owner: Myers William J

Address: 1517 West Point Road SE

FCE- CR- 53 West Point Road 60' R/W. No additional R/W needed. 2-8-24

FCU- No concerns. 2-12-24

FCED- No concerns. 2-12-24

FCRPC-See attached. 2-29-24

Parcel: 0110065900 Clear Creek Township

Owner: Harden, Paul K Trustee

Address: 7635 Pine Grove Road SW

FCE- TR-132 Pine Grove Road, 60' R/W. No additional R/W needed. 2-8-24

FCU- No concerns. 2-12-24

FCED- No concerns. 2-12-24

FCRPC-See attached. 2-29-24

LAEPP APPLICATIONS REVIEW REPORT

OWNER: NANCY CROW & STITZLEIN JOHN N CO-TRUSTEES

ADDRESS: 10340 HEIMBERGER ROAD NW

PARCEL ID: 0210039400

ACREAGE: 118.0

TOWNSHIP: LIBERTY TOWNSHIP

CURRENT ZONING: RURAL RESIDENTIAL

AMOUNT OF ROAD FRONTAGE: 1,300 FEET

RESIDENTIAL STRUCTURES: YES

FUTURE LAND USE RECOMMENDATIONS

ADOPTED 2018 COMPREHENSIVE PLAN: AGRICULTURE PRESERVATION

DRAFT 2024 COMPREHENSIVE PLAN: TRADITIONAL AGRICULTURE

FLOODPLAIN:

A PORTION OF THE 500-YEAR FLOODPLAIN IS ON THIS PROPERTY

OTHER SITE CHARACTERISTICS:

- PROPERTY IS SURROUNDED BY AGRICULTURE AND RESIDENTIAL HOMES

LAEPP APPLICATIONS REVIEW REPORT

OWNER: HARDEN TRUSTEE

ADDRESS: 7635 PINE GROVE ROAD SW

PARCEL ID: 0110065900

ACREAGE: 89.12

TOWNSHIP: CLEARCREEK

CURRENT ZONING: NO ZONING

AMOUNT OF ROAD FRONTAGE: 1,982 FEET

RESIDENTIAL STRUCTURES: YES

FUTURE LAND USE RECOMMENDATIONS

ADOPTED 2018 COMPREHENSIVE PLAN: AGRICULTURE PRESERVATION

DRAFT 2024 COMPREHENSIVE PLAN: TRADITIONAL AGRICULTURE

FLOODPLAIN:

THE PROPERTY DOES NOT CONTAIN A FLOODPLAIN HAZARD AREA

OTHER SITE CHARACTERISTICS:

- PROPERTY IS SURROUNDED BY AGRICULTURE

LAEPP APPLICATIONS REVIEW REPORT

OWNER: WILLIAM J. MYERS

ADDRESS: 1517 WEST POINT RD SE, LANCASTER, OH 43130

PARCEL ID: 0340035800

ACREAGE: 112.8

TOWNSHIP: RUSHCREEK

CURRENT ZONING: R-R RURAL RESIDENTIAL DISTRICT

AMOUNT OF ROAD FRONTAGE: 2,436 FEET (WEST POINT RD.) / ~~1,550 FEET (ZION RD.)~~ (Per Nick Dilley, GIS/Mapping Manager/Auditor's Office 3-1-24)

RESIDENTIAL STRUCTURES: NONE

FUTURE LAND USE RECOMMENDATIONS

ADOPTED 2018 COMPREHENSIVE PLAN: CONSERVATION RESOURCE AREAS/RURAL MANAGEMENT AREAS

DRAFT 2024 COMPREHENSIVE PLAN: LOW IMPACT AND CONSERVATION

FLOODPLAIN:

THE PROPERTY DOES CONTAIN A FLOODPLAIN HAZARD AREA

OTHER SITE CHARACTERISTICS:

NONE.

LAEPP APPLICATIONS REVIEW REPORT

OWNER: JOSHUA A. QUILLIAM

ADDRESS: 9575 MILLERSPORT RD NE, BALTIMORE, OH 43105

PARCEL ID: 0490248200

ACREAGE: 65.6

TOWNSHIP: WALNUT

CURRENT ZONING: R-R RURAL RESIDENTIAL DISTRICT

AMOUNT OF ROAD FRONTAGE: 1,163 FEET (MILLERSPORT RD.) / 2,451 FEET (CANAL RD.)

RESIDENTIAL STRUCTURES: YES

FUTURE LAND USE RECOMMENDATIONS

ADOPTED 2018 COMPREHENSIVE PLAN: AGRICULTURAL PRESERVATION AREAS

DRAFT 2024 COMPREHENSIVE PLAN: TRADITIONAL AGRICULTURE

FLOODPLAIN:

THE PROPERTY DOES NOT CONTAIN A FLOODPLAIN HAZARD AREA

OTHER SITE CHARACTERISTICS:

- CONSERVATION EASEMENT HAS BEEN GRANTED TO ADJACENT PROPERTY (PID: 0490249200) BY THE OHIO DEPARTMENT OF AGRICULTURE (ODA-FAI-2009-002).
- BORDERS AGRICULTURAL SECURITY AREA.

Prosecutor's Approval Page

Resolution No.

A Resolution of Support of Property for the Clean Ohio Local Agriculture Easement Purchase Program with the Ohio Department of Agriculture

(Fairfield County Soil and Water Conservation District)

Approved as to form on 4/17/2024 5:14:35 PM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2024-04.23.z

A Resolution of Support of Property for the Clean Ohio Local Agriculture Easement Purchase Program with the Ohio Department of Agriculture

(Fairfield County Soil and Water Conservation District)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve the selection and sign the agreement for professional geotechnical services with Bennett & Williams Environmental Consultants for the Water Resource Expertise

WHEREAS, Fairfield County Utilities has a need for professional geotechnical services involving the exploration of water resources as well as current well field mapping; and

WHEREAS, three firms submitted proposals and were evaluated for services based on criteria noted in the advertisement;

WHEREAS, Bennett & Williams Environmental Consultants was the firm selected for the project after the evaluation was conducted;

WHEREAS, Bennett & Williams Environmental Consultants are willing to perform such professional geotechnical services for Fairfield County Utilities under the terms and conditions set forth in the agreement; and

WHEREAS, Assistant Prosecuting Attorney has approved the agreement as to form; and

WHEREAS, The Director of Fairfield County Utilities is directed to manage and administer the agreement; and

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, FAIRFIELD COUNTY, STATE OF OHIO:

Section 1. The Fairfield County Commissioners approve the attached agreement between Bennett & Williams Environmental Consultants and Fairfield County for geotechnical services.

Section 2. The Director of the Fairfield County Utilities Department is directed to manage and administer the Contract for Services agreements and approve and process appropriate invoices in an expeditious manner.

Prepared by: Tony Vogel
cc: Utilities

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24004158 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

**B
I
L
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O**

FAIRFIELD COUNTY UTILITIES
6670 LOCKVILLE ROAD
CARROLL, OH 43112
Phone: 740-652-7120

Revisions: 000

**V
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D
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R**

BENNETT & WILLIAMS INC
98 CNTY LINE RD WEST, SUITE C
WESTERVILLE, OH 43082

**S
H
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P
T
O**

OPERATIONS BUILDING-UTILITIES
6670 LOCKVILLE ROAD
CARROLL, OH 43112
Phone: 614-322-5200

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
614-882-9122		4532		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
04/18/2024	52420	04/18/2024		UTILITIES-OPERATIONS
NOTES				

PO Requisitioner Name : Jody Altman

E mail Address : jody.altman@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	WATER BLANKET GL Account: 12504626 - 530000	1.0	EACH	\$267,600.00	\$267,600.00
GL SUMMARY					
	12504626 - 530000			\$267,600.00	

Invoice Date ___/___/___ Invoice Amount \$ _____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$267,600.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 04/18/2024

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total \$267,600.00

For Department Use ONLY



ENVIRONMENTAL CONSULTANTS, INC.

98 COUNTY LINE ROAD WEST • SUITE C • WESTERVILLE, OHIO 43082
TELEPHONE: (614) 882-9122 • FAX: (614) 882-4260 • 1-800-635-3810

March 17, 2024

Tony J. Vogel, P.E.
Director, Fairfield County Utilities
6670 Lockville Road
Carroll, Ohio 43112

Re: Proposal for Hydrogeological and Geotechnical
Engineering Services
Fairfield County, Ohio

Dear Mr. Vogel:

Pursuant to our conversations and the RFQ issued by Fairfield County Utilities, the following proposal identifies requested work efforts relating to new production well siting and construction, wellfield operational support of current wellfields and production well assessment and rehabilitation. Specific work items and descriptions are included in the following tasks.

Task 1 – Exploration for Water in Liberty and Walnut Townships

It is our understanding that in order to service the northern portion of the County in the future, Fairfield County wishes to evaluate groundwater resources in select portions of Liberty and Walnut Townships. Based on a preliminary assessment of groundwater resources in these townships, it is likely that the most prolific groundwater resources will be found in the deep buried valley that traverses the area from Millersport on the east, southwestward through Baltimore and thence westerly to the Liberty-Violet Township Line. Therefore, we propose to conduct a preliminary evaluation in this targeted area.

Task 1A – Preliminary Evaluation of Groundwater Resources

We propose to collect and review publicly-available existing information relating to the hydrogeological setting in Fairfield County such as well logs, groundwater resource maps, source water protection reports, pollution potential maps, potentiometric surface maps, geologic maps, bedrock topography maps, reports produced by the Ohio Department of Natural Resources (ODNR) Division of Water and Division of Geological Survey, USGS stream gauge data (if available) and reports and articles produced by the United States Geological Survey. In addition, selected relevant on-line theses from major universities will be reviewed, if available. Finally, information from in-house files will also be used.

We will also review floodplain maps, topographic maps, placement of major power lines and underground transmission lines and data from surface water gauging stations, where available and applicable. Also, the presence of, and withdrawal records of, municipal public water systems in the sand and gravel, where present, will be reviewed to assist in evaluation of yields from the sand and gravel aquifer.

With regard to water quality, if there are existing wellfields that are part of the Ohio EPA ambient water quality data program close to areas of interest, we will review the select organic and inorganic data that is available. It is important to recognize that water quality parameters such as iron and manganese can vary greatly even within a wellfield and contaminants that are not documented can occur in an aquifer.

Once we have collected and reviewed the data, we will meet with the County to discuss the results of the investigation. In addition, we will prepare a letter report summarizing our findings. This will provide Fairfield County with potential areas that appear promising for further groundwater resource development. From this platform, Fairfield County can decide specific areas and/or parcels for further exploration.

Task 1B – Initial Exploration to Confirm Presence of Sand and Gravel Resources in Liberty and Walnut Townships

Due to the complex hydrogeology of the area, further exploration will be required in areas that appear promising. This will consist of either drilling of test wells and/or a combination of geophysical evaluations and test well drilling, based on the findings of the initial preliminary hydrogeological studies. For each promising location, it is anticipated and as many as two test borings will be needed to adequately characterize the aquifer of interest. The test borings will be used to confirm the geologic conditions on the sites and to collect formation samples for analysis. Following completion of each boring, the borehole either will be abandoned and properly sealed with grout or a two-inch PVC monitoring well with surface protective casing and protection bollards will be installed. Boring logs and a written report of findings of the exploratory test drilling program will be provided to the County along with recommendations as to whether any site(s) warrants the County's initiative to acquire land prior to future development in the area. The budget for this first drilling/exploration phase will be determined based on specific information obtained in the initial hydrogeologic evaluation including anticipated depth, access and number of borings.

Task 1C – Pump Testing the Aquifer in Liberty and Walnut Townships

Once the site(s) have been chosen for potential well development, it will be necessary to install a well with a diameter suitable for conducting a pumping test. As part of this process, we will contact Ohio EPA, fill out the appropriate paperwork, and apply for approval of the site location for a wellfield. In addition to installation of a pumping well, based on hydrogeologic conditions at the site, it will be necessary to install additional monitoring wells in order to measure water levels during the pumping test. The number and location of monitoring wells will be determined based on site-specific hydrogeologic conditions, including multiple aquifers at the site separated by confining layers. If there is more than one aquifer at the site, it will likely be

paramount to measure the water levels in the separate aquifers in order to determine interconnectedness between them. In this case, the number of monitoring wells will be more than a site where only one aquifer is present.

Conducting the pumping test also involves identifying an acceptable location where water can be discharged during the pumping test. As part of the pumping test, a step test will be performed prior to the start of the pumping test in order to select the rate for the pumping test. It is likely that a 72-hour pumping test will be conducted in order to assess the anticipated long-term yield of the aquifer. At the end of the pumping test, water quality parameters in the Appendix to OAC 3745-9-09 will be collected and sent for analysis at a certified laboratory. A report detailing well installation, the pumping test and water quality will be prepared and submitted to the County. The budget for this second drilling/exploration phase will be determined based on specific information obtained during the exploratory drilling phase (Task 1A).

Task 1D – Developing the New Wellfield and a Source Water Protection Plan

Once the long-term yield of the aquifer has been determined, the proposed configuration of the new wellfield can be finalized. It is likely that the Ohio EPA will require the installation of a minimum of two wells in the wellfield (one for use and the other for back-up) before the wellfield can be placed in operation. This task includes designing and installing two production wells. Similarly, Ohio EPA will require the development of a source water protection plan prior to placing the new wellfield in service. This task also includes preparing a source water protection plan that includes, at a minimum, a three-dimensional groundwater flow model to identify the one- and five-year time-of-travel to the wellfield, identification of potential pollution sources (and prioritization of the potential sources) and a management plan (including a monitoring network (if desired), an educational section, a contingency plan and identified action items in the management plan (with associated timelines and persons responsible for implementation). The budget for this third phase will be based on the design and number of production wells as well as the requirements for source water protection in effect at the time.

Task 2 – Exploration for Water in Greenfield Township

It is our understanding that Fairfield County owns and operates the former Greenfield Township water treatment plant east of Route 33, just north of the Fairfield County Airport. Fairfield County wishes to explore the possibility of obtaining additional groundwater resources in this area and specifically is interested in exploring the low-lying area west of Route 33 in the vicinity of the former canal and/or in the valley along Route 33. It is known that the geology is very complicated in this area, with bedrock to the north and south (still in the buried valley) recorded as shallow as 5 to 40 feet. It is also known that during glacial times, there was a reversal in this valley wherein water flowed to the north originally and then flowed to the south as the northern area was dammed with ice to the north.

Task 2A – Preliminary Evaluation of Groundwater Resources

We propose to conduct a preliminary hydrogeologic evaluation of this area in detail and evaluate the bedrock map as well as what is known of the glacial history before proposing further areas of exploration. We propose to collect and review publicly-available existing information relating to the hydrogeological setting in Fairfield County such as well logs, groundwater resource maps, pollution potential maps, potentiometric surface maps, geologic maps, bedrock topography maps, reports produced by the Ohio Department of Natural Resources (ODNR) Division of Water and Division of Geological Survey, and reports and articles produced by the United States Geological Survey. In addition, selected relevant on-line theses from major universities will be reviewed, if available. Finally, information from in-house files will also be used. We will also review floodplain maps, topographic maps, placement of major power lines and underground transmission lines and data from surface water gauging stations, where available and applicable.

Once we have collected and reviewed the data, we will meet with the County to discuss the results of the investigation. In addition, we will prepare a letter report summarizing our findings. This will provide Fairfield County with potential areas that appear promising for further groundwater exploration. From this platform, Fairfield County can decide if further exploration is warranted.

Task 2B – Initial Exploration to Confirm Presence of Sand and Gravel Resources in Greenfield Township

Once the depth to bedrock and potential presence of sand and gravel deposits within the valley have been evaluated, exploration will be required to determine if the initial assessment is valid. This will likely consist of drilling test wells based on the findings of the initial preliminary hydrogeological studies. For each promising location, it is anticipated and as many as two test borings will be needed to adequately characterize the aquifer of interest. The test borings will be used to confirm the geologic conditions on the sites and to collect formation samples for analysis. Following completion of each boring, the borehole either will be abandoned and properly sealed with grout or a two-inch PVC monitoring well with surface protective casing and protection bollards will be installed. Boring logs and a written report of findings of the exploratory test drilling program will be provided to the County along with recommendations as to whether any site(s) warrants the County's initiative to acquire land prior to future development in the area. The budget for this first drilling/exploration phase will be determined based on specific information obtained in the initial hydrogeologic evaluation including anticipated depth, access and number of borings.

Task 2C – Pump Testing the Aquifer in Greenfield Township

Once the site(s) have been chosen for potential well development, it will be necessary to install a well with a diameter suitable for conducting a pumping test. As part of this process, we will contact Ohio EPA, fill out the appropriate paperwork, and apply for approval of the site location for a wellfield. In addition to installation of a pumping well, based on hydrogeologic conditions at the site, it will be necessary to install additional monitoring wells in order to

measure water levels during the pumping test. The number and location of monitoring wells will be determined based on site-specific hydrogeologic conditions, including multiple aquifers at the site separated by confining layers. If there is more than one aquifer at the site, it will likely be paramount to measure the water levels in the separate aquifers in order to determine interconnectedness between them. In this case, the number of monitoring wells will be more than a site where only one aquifer is present.

Conducting the pumping test also involves identifying an acceptable location where water can be discharged during the pumping test. As part of the pumping test, a step test will be performed prior to the start of the pumping test in order to select the rate for the pumping test. It is likely that a 72-hour pumping test will be conducted in order to assess the anticipated long-term yield of the aquifer. At the end of the pumping test, water quality parameters in the Appendix to OAC 3745-9-09 will be collected and sent for analysis at a certified laboratory. A report detailing well installation, the pumping test and water quality will be prepared and submitted to the County. The budget for this second drilling/exploration phase will be determined based on specific information obtained during the exploratory drilling phase (Task 2A).

Task 2D – Developing the New Wellfield and a Source Water Protection Plan

Once the long-term yield of the aquifer has been determined, the proposed configuration of the new wellfield can be finalized. It is unknown at this time if Ohio EPA will consider this location a new wellfield or just an additional well in the current wellfield. If Ohio EPA considers this a new wellfield, then Ohio EPA will require the installation of a minimum of two wells in the wellfield (one for use and the other for back-up) before the wellfield can be placed in operation. Therefore, this task includes designing and installing either one or two production wells, depending on Ohio EPA interpretation.

Similarly, Ohio EPA will either require the development of a source water protection plan or an amendment to the source water protection plan prior to placing the new wellfield in service. Therefore, this task also includes preparing a source water protection plan that includes, at a minimum, a three-dimensional groundwater flow model to identify the one-and five-year time-of-travel to the wellfield, identification of potential pollution sources (and prioritization of the potential sources) and a management plan (including a monitoring network (if desired), an educational section, a contingency plan and identified action items in the management plan (with associated timelines and persons responsible for implementation). The budget for this third phase will be based on the design and number of production wells as well as the requirements for source water protection in effect at the time.

Task 3 – Technical Assistance for Exploring Alternate Water Sources

Task 3A – Initial Efforts

It is our understanding that there may be opportunities to evaluate additional areas for potential use as sources of water for the County. We propose to assist the County in identifying and evaluating the possibilities and hinderances to utilizing these groundwater resources. At this

time, the specific scope and potential need for services is not known, although there are at least two locations that can likely be investigated. Therefore, we propose a budgetary estimate for services, as requested by the County.

Task 3B – Proving Additional Groundwater Resources From Alternate Water Sources

If the legal and/or logistical issues can be resolved with regard to potential utilization of alternate water sources in Task 3, additional work efforts such as testing additional wells for capacity and/or drilling wells to confirm the existence of sufficient sand and gravel deposits may also be needed. At this time, it is not known exactly what the scope of these efforts would entail. The final scope of work would depend on what, if any, sites were chosen and the goals of the County for utilization of those sites. Therefore, a budget for these services, if needed, will be prepared at a later time.

Task 4 – Updating Source Water Protection Plan for Tussing Road Wellfield

It is our understanding that Fairfield County wishes to update the Source Water Protection Plan for the Tussing Road Wellfield. To the best of our knowledge, the source water area delineation was last updated in 2002. Based on described conditions within the wellfield wherein a new well has been drilled (Well 10), we recommend that the following scope of work be performed.

Task 4A – Upgrading and Updating the Groundwater Flow Model

Our approach first involves reformatting and upgrading the previously-constructed groundwater flow model for the wellfield. The purpose for upgrading and reformatting and upgrading the groundwater flow model is threefold: (1) since the previous 2002 modelling effort using MODFLOW, the U.S. Geological Survey developed in 2006 a graphical user interface, called ModelMuse, that exists within the public domain (unlike the proprietary pre- and post-processing data software package Groundwater Vistas) and is designed to create input files for MODFLOW [Note: Unlike Groundwater Vistas, ModelMuse stores spatial data for the model area independently from the grid and temporal data is independent of the stress periods in MODFLOW. This allows refinement of spatial and temporal discretization within the model domain without the need to recreate the model input files (a time-consuming endeavor). ModelMuse allows spatial input to MODFLOW to be defined and displayed on a three-dimensional view of the model domain. After the model area is defined in ModelMuse, MODFLOW input files are created by ModelMuse and MODFLOW is then executed. ModelMuse is also used to view and display the results of the MODFLOW model.]; (2) the reformatted and upgraded groundwater flow model will enable personnel from Bennett & Williams to more efficiently assist the County in the future in the event of a spill or other potential contaminant evaluation; (3) the reformatted and upgraded groundwater flow model will be used to evaluate and revise, as necessary, the delineated protection area for the wellfield.

As part of the upgrading of the model, personnel from Bennett & Williams will also update and recalibrate the revised model utilizing recent water-level measurements provided by

the County for the production wells and selected available monitoring wells as well as new usage and pumping data for the wellfields.

Upon completing the upgrade to the existing model, the revised designation of the source water protection area, personnel from Bennett & Williams will prepare and present to Fairfield County Utilities an updated source water source water delineation for the Tussing Road wellfield. This report will be suitable for submission to Ohio EPA for approval of the revised source water protection area. Once the model has been used to re-delineate the one- and five-year time-of-travel, the potential pollution source inventory (PPSI) will need to be updated. This scope of work is further described in Task 5A.

Task 4B – Updating the Management Plan for the Tussing Road Wellfield

Once the upgraded model, re-delineation of the source water protection area (Task 4A) and the PPSI (Task 5A) have been completed, we propose to work with the County by assisting with revisions to the Management Plan portion of the source water protection plan. As you are aware, the Management Plan portion of the Source Water Protection Plan includes four main elements – some of which may need to be updated due to time passed, and others that need to be revised based on the findings in the PPSI or re-delineation process. It might be advantageous to revisit whether or not groundwater monitoring in the area is warranted based on identified potential pollution sources. Likewise, it might be advantageous to introduce new educational opportunities or information to help protect the aquifers. Similarly, additional source water protection efforts that have been completed or would be advantageous to complete should be identified and timelines for implementation developed. We propose to review the current management plan and assist the County in updating the plan once additional information is available from Task 4A. A budget based on desired work items will be prepared after completion of Task 4A.

Task 5 – Updating the Potential Pollution Source Inventories (PPSI) for the Tusing Road Wellfield, the Little Walnut Creek Wellfield, and the Greenfield Wellfield.

It is our understanding that the County wishes to update the potential pollution sources inventories for all three wellfields in order to comply with Ohio EPA's recommendation that public wellfields should be reviewed at least once every five years or sooner, particularly if pumping conditions and/or land use changes have occurred.

Task 5A – Updating the PPSI for the Tussing Road Wellfield

To the best of our knowledge, the PPSI for the Tussing Road Wellfield was last updated in 2002. Since that time, changes of land use that have occurred within the existing one- and five-year time-of-travel zones since completion of the last inventory. Also, potential pollution sources in the vicinity of this wellfield are numerous. Once the model (as described in Task 4A) has been used to re-delineate the one- and five-year time-of-travel, the potential pollution source inventory (PPSI) will be updated. Bennett & Williams will check all publicly-available databases for current and historical potential pollution sources. A new map and spreadsheet of potential sources will be generated as well as an initial ranking of the potential pollution sources.

Once a draft has been prepared, the ranking will be reviewed with County personnel and changes made to priorities, if requested. Upon completing the PPSI, personnel from Bennett & Williams will prepare and present to Fairfield County Utilities a report with all information relating to the PPSI.

Task 5B – Updating the PPSI for the Little Walnut Creek Wellfield

Although it is our understanding that the potential pollution source inventory has not been updated since 2002, not as many land-use changes have occurred close to the Little Walnut Creek Wellfield. However, in order to be complete, Bennett & Williams will check all publicly-available databases for current and historical potential pollution sources. A new map and spreadsheet of potential sources will be generated as well as an initial ranking of the potential pollution sources. Once a draft has been prepared, the ranking will be reviewed with County personnel and changes made to priorities, if requested. Upon completing the PPSI, personnel from Bennett & Williams will prepare and present to Fairfield County Utilities a report with all information relating to the PPSI.

Task 5C – Updating the PPSI for the Greenfield Township Wellfield

It is our understanding that sometime in 2019, the Greenfield Township Wellfield and Water treatment plant were acquired by Fairfield County and are currently operated by Fairfield County Utilities. It is further our understanding that the only copy of the PPSI consists of a paper map that hangs on the wall in the treatment plant. Although the date of the PPSI is not known to us, it is likely that the PPSI is outdated as the area is undergoing and has undergone significant development in the last few years. Bennett & Williams proposes to check all publicly-available databases for current and historical potential pollution sources. A new electronic map will be generated as well as a spreadsheet of potential pollution sources. The spreadsheet will include an initial ranking of the potential pollution sources that will be reviewed with County personnel and changes made to the priorities, if requested. Upon completing the PPSI, personnel from Bennett & Williams will prepare a report and present to Fairfield County Utilities a stand-alone report with all information relating to the PPSI.

Task 6 – Developing An Automated Water Level, Water Quality, and Equipment Efficiency Evaluation System

It is our understanding that the County wishes to automate data collection from each well in the wellfield in order to provide for more consistent and efficient data collection and usage. Further, it is our understanding the County is also interested in having a more efficient system by which to monitor water level and water quality trends that might affect well performance and wellfield capacity as well as equipment performance.

Task 6A – Evaluating Equipment and Data Transmission Options

We propose to work with the County to understand the existing remote data transmission system and to evaluate the possibility of data collection integration into the existing system. If this is not possible, then we will evaluate an alternate system for data transmission. With regard

to water levels, we will evaluate commercially-available equipment for water level measurements that can be transmitted electronically to a central location. Similarly, we will evaluate commercially-available water quality sensors that also can be integrated into a system that transmits the data to a central location. Finally, we will evaluate commercially-available sensors to evaluate equipment performance/issues to provide early warning of equipment failure and/or reduced performance.

In order to be able to insert electronic data collection devices into wells, it is likely that modifications will need to be made to the wellhead either in the form of access or in the form of addition of a structure to house equipment at each wellhead. It may also be necessary to provide for heating of the structure in order to prevent freezing temperatures from interrupting data collection. We will work not only with County to discuss the options as potential equipment is identified, but also will work with contractors to discuss potential well access modifications.

Task 6B – Purchasing, Installing and Initial Programming for Data Collection

After Task 5A has been completed, the equipment that is proposed will be known. Similarly, the modifications to wellhead access as well as the necessity to building and heat structures for equipment at each wellhead will also have been assessed. Also, modifications/equipment to allow automatic data collection and transmission will be defined. We propose to purchase the equipment and arrange for installation of the equipment. Once the data collection devices have been selected and installed, we will program the interface for remote data transmission and access. This process envisions that data will be available in a series of files in a central location for access by County personnel.

Task 6C - Development and Programming of the System to Provide Data Trends and Diagnostics for Key Measurements Related to Performance Issues

The last part of this project will involve programming a methodology to look at key water level measurements and water quality parameters that indicate well capacity deterioration and or conditions that indicate the potential for plugging and the need for well maintenance. It is envisioned that the program will have “trigger levels” wherein the indicators will have an alert when there is a potential problem. Once the programming is complete and the system is operational, a brief manual with instructions for operation and data interpretation will be prepared.

Task 7 – Technical Support for Water System Assessment and Rehabilitation

It is our understanding that the County wishes to have assistance on technical issues relating to restoring and/or maintaining capacity in water system components or in wells that may be experiencing performance and/or water quality issues. We propose to meet with the County to understand what, if any, system components or wells are currently of concern and to assist the County in addressing the issue(s) by formulating a proposed action plan. We work with the County to either implement or see that the proposed action plan is implemented. Because the scope of this technical assistance is not known at this time, we have included a proposed budgetary estimate that may need to be amended based on actual work needed to be performed.

Estimated Cost and Schedule

Based on our experience with similar projects, we propose a budgetary estimate of professional services for each task as indicated below. Please note that we have indicated where future budgets will be determined based on previous tasks. We have assumed for budgetary purposes that the preliminary evaluations under Tasks 1 and 2 will be performed simultaneously (although we priced them separately below). Performing the work in Fairfield County on the two areas at the same time results in a savings of \$10,000.00 that is already reflected in the estimated costs below. Task 3 is presented as an as-needed, as-requested assistance that may or may not involve more site-specific evaluation. Many tasks include follow-on work efforts where the budget relies on the previous task. These budgets will be determined once previous tasks are completed as indicated by TBD below.

Task 1 - Exploration for Water in Liberty and Walnut Townships	
<i>Task 1A – Preliminary Evaluation of Groundwater Resources</i>	\$40,700.00
<i>Task 1B – Initial Exploration with Drilling, if warranted</i>	TBD
<i>Task 1C – Well Installation and Pump Testing, if warranted</i>	TBD
<i>Task 1D – Wellfield Development and Source Water Protection</i>	TBD
Task 2 - Exploration for Water in Greenfield Townships	
<i>Task 1A – Preliminary Evaluation of Groundwater Resources</i>	\$30,700.00
<i>Task 1B – Initial Exploration with Drilling, if warranted</i>	TBD
<i>Task 1C – Well Installation and Pump Testing, if warranted</i>	TBD
<i>Task 1D – Wellfield Development and Source Water Protection</i>	TBD
Task 3 – Technical Assistance for Alternate Water Sources	
<i>Task 3A – Initial Efforts, if desired</i>	\$10,000.00
<i>Task 3B – Proving Groundwater Resources, if desired</i>	TBD
Task 4 – Updating Source Water Protection Plan For Tussing Road Wellfield	
<i>Task 4A – Updating Groundwater Flow Model, Delineation of One- and Five-Year TOT and</i>	\$69,800.00
<i>Task 4B – Updating the Management Plan</i>	TBD
Task 5 – Updating the Potential Pollution Source Inventories for the Tussing Road, Little Walnut Creek and Greenfield Township Wellfields	
<i>Task 5A - Updating the PPSI for the Tussing Road Wellfield</i>	\$25,000.00
<i>Task 5B - Updating the PPSI for the Little Walnut Creek Wellfield</i>	\$13,000.00
<i>Task 5C - Updating the PPSI for the Greenfield Township Wellfield</i>	\$10,000.00
Task 6 – Developing An Automated Water Level and Water Quality Measurement System	
<i>Task 5A – Evaluating Equipment and Data Transmission Options</i>	\$48,400.00
<i>Task 5B – Purchasing, Installing and Initial Programming for Data Collection</i>	TBD
<i>Task 5C - Development and Programming of the System to Provide Data Trends and Diagnostics for Key Measurements Related to Performance Issues</i>	TBD
Task 7 – Technical Support for Production Well Assessment and Rehabilitation	
	\$20,000.00
Total Budgetary Estimate	\$267,600.00

We propose to perform all services on a time and materials basis. Billing will be for actual hours incurred. All services will be billed in accordance with the attached Schedule of Professional Services. Expenses and out-of-pocket costs will be billed at actual costs incurred. We will endeavor to minimize costs, where possible. Progress billings will invoice monthly for services rendered.

It is anticipated that work can be initiated within ten working days upon receipt of the written authorization-to-proceed. We anticipate that the work can be completed within three months of authorization unless a different schedule is desired by Fairfield County Utilities

Closure

If the above scope of work, estimated cost and project schedule are acceptable, please review the enclosed terms and conditions, sign a copy of this letter agreement and return a copy to us for our files. We will consider receipt of the signed agreement as written authorization-to-proceed.

Respectfully submitted,
BENNETT & WILLIAMS
ENVIRONMENTAL CONSULTANTS, INC.



Linda Aller, CPG, REHS
Executive Vice President

LA/lka
Attachments (2)
cc: Kerry Zwierschke, Bennett & Williams
P:Marketing:Proposal:Aller:3-17-24 Fairfield Water

Authorization is hereby given for Bennett & Williams Environmental Consultants, Inc. to proceed with the work outlined in this letter proposal/agreement under the enclosed Terms and Conditions. The total amount expended shall not exceed \$267,600.00 without prior written authorization.

Fairfield County

By:

Title:

Date

**EXHIBIT I
BENNETT & WILLIAMS
Schedule of Professional Services
January 2024**

<u>Professional</u>	<u>Hourly Rate</u>
Managing Principal	\$255.00/hour
Principal Engineer/Geologist	\$243.00/hour
Senior Engineer/Geologist/Scientist/Systems Developer	\$227.00/hour
Associate Senior Engineer/Geologist/Scientist/Systems Developer	\$210.00/hour
Project Manager	\$195.00/hour
Senior Project Engineer/Geologist/Data Analyst Computer Modeler/Environmental Scientist	\$178.00/hour
Computer Programmer/Data Management Analyst	\$180.00/hour
Project Engineer/Geologist/Geophysicist/Data Analyst Environmental Scientist	\$160.00/hour
Staff Engineer/Geologist/Data Analyst/Environmental Scientist	\$145.00/hour
Draftsman	\$130.00/hour
Resident Observer	\$123.00/hour
Technician	\$120.00/hour
Clerical	\$105.00/hour

Reimbursable Expenses

Permits/Prints: permits, prints, reproductions, copies of documents, etc. that must be obtained from outside sources at direct costs.

Outside Services: these services will be charged at 1.20 times direct cost (aerial surveys, laboratory analysis, test drilling, surveying, etc.).

In-house computer time at \$25.00/hour, with CADD \$20.00/hr.; with scanner \$25.00/hr.

Travel Expenses at \$.67/mile (or IRS established rate), or direct cost (air travel, car rental, etc.). Lodging and Subsistence at direct cost.

Authorized overtime will be billed at 1.5 times the standard hourly rate.

Litigative preparatory/support work will be billed at \$365.00/hour.

Equipment rentals will be billed at actual cost, where applicable.

In-house reproduction charges for 8 ½ x 11 and 11 x 17 will be \$.15/page (black and white); \$.50/page (color); \$5.00/page for oversized (24 x 36) black and white copies; other sizes by quote.

GENERAL CONDITIONS

1.0 Governing Law

The law of the State where the work is to be performed, or if the work is to be performed in more than one State, the law of the place where Bennett & Williams Environmental Consultants, Inc. (B & W)'s principal office is located, shall govern the performance of this Agreement. Any litigation brought by or in connection with this Agreement shall be brought only either in the Municipal or Common Pleas Courts located in Fairfield County, Ohio and in no other state or Federal Court.

2.0 Completeness/Severability

In the event that any provisions of this Agreement shall at any time contravene in whole or in part any applicable federal or state law, ruling or regulation then such provision shall remain in effect only to the extent permitted under law and the remaining provisions thereof shall remain in full force and effect.

3.0 Contractual Relationship

B & W warrants that it is and shall operate as an independent contractor during the performance of the work in this Agreement, and in no event shall any employee or agent hired by B & W be or be considered an employee of the Client.

4.0 Clients' Representative

Client shall designate in writing a person to act as client representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client policies and decisions with respect to B & W's services, under this agreement and B & W will be under no obligation to deal with client except through clients' representative.

5.0 Right of Entry

Client will provide right of entry for B & W. B & W will take all reasonable precautions to minimize damage to property. Client shall be responsible for approval of all test locations.

6.0 Utilities

The Client is responsible for bringing to the attention of B & W all utility locations associated with the project area. B & W has been advised of the location of such structures. B & W will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. In accordance with applicable provisions of the Ohio Revised Code, B & W shall contact the Ohio Underground Protection Services ("OUPS") and otherwise comply with any provisions of the Ohio Revised Code regarding the services it is to perform under this Agreement.

7.0 Fees/Payment

Fees shall be as set forth in the "Estimated Cost" section of this Agreement. B & W will invoice the Client on a monthly basis in accordance with the schedule of rates outlined in the "Schedule of Professional Services" included as Exhibit 1 of this Agreement. Payment is due within thirty (30) days of the presentation of invoice. If timely payment is not made, B & W may suspend or terminate performance of its obligations under the provisions of paragraph 12.0 herein.

8.0 Limitation of Professional Liability

B & W shall perform the services under this Agreement with the care and skill ordinarily used by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. B & W shall be liable for the results of services rendered under this Agreement only to the extent of the amount of this contract, for professional errors, omissions or negligence arising from B & W's services. B & W and Client each agree to be responsible for any personal injury or damage to property caused solely by their respective negligent acts or omissions as determined by a court of competent jurisdiction as described in Section 1.0 above, or as the parties may mutually agree. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages or lost profits. Client shall have no liability of any kind or description whatsoever to B & W under this paragraph, except to the extent caused by the willful misconduct of Client. Client shall not assert any claim or suit against B & W after expiration of a limitation period, defined as the longer of (a) two (2) years from substantial completion of the particular service out of which the claim or suit arose or (b) the time period of any statute of limitations or bar date provided by law.

8.1 N/A

8.2 The results of Environmental Audits are dependent on information obtained about the facility being audited. Opinions and advice prepared by B & W will be developed with the care and skill ordinarily used by similarly situated professional in the region where the work under this Agreement is being conducted and the information available. B & W will exercise due diligence to identify information needed to perform the Environmental Audit. B & W is not responsible for opinion and advice if information material to such opinions and advice is not available to (not provided to) B & W at the time the opinions and advice are rendered.

9.0 Insurance

Client and B & W shall respectively procure and maintain insurance in reasonable and customary amounts for protection from claims under worker's compensation acts, claims for damage because of bodily injury, sickness or disease of death of any and all employees or of any person other than such employees claims for damages because of injury to or destruction of property including loss of use resulting therefrom.

9.1 B & W shall carry Comprehensive General Liability insurance in the amount of \$2,000,000.00, which shall name the Client as an additional insured. The policy covers hired and non-owned vehicles to the extent of \$1,000,000.00. In addition, the commercial umbrella liability policy provides coverage for personal injury and property damage liability to the amount of \$1,000,000.00.

GENERAL CONDITIONS (CONT'D)

9.2 B & W shall carry Professional Liability insurance in the amount of \$2,000,000.00.

10.0 Documents and Confidentiality

All confidential and proprietary information and data furnished to B & W by Client shall remain property of Client. B & W agrees to retain in confidence and not to disclose to or use for the benefit of third parties all information disclosed to B & W by Client without Client's prior written consent. Excluded from the provisions of this Agreement shall be such portions of the information as:

- (a) Information which is in the public domain or which B & W can show to have been in its possession independently of and prior to such disclosure by Client;
- (b) Information which becomes public knowledge after such disclosure, without fault on the part of B & W or its employees;
- (c) Information made available to B & W from a third party source without any secrecy obligation attaching thereto;
- (d) Information pertaining to Site Assessments and Audits in which B & W in the process of investigation uncovers questionable circumstances that exist but do not constitute an immediate concern to public health and safety or fall within local, state or federal reporting requirements of some statutes will be disclosed to the Client whom is responsible for whatever action or nonaction the Client chooses suitable.
- (e) All information uncovered during an investigation conducted by B & W will be reported by B & W to appropriate agencies when local, state or federal statutes require (i.e. especially concerns affecting public health and safety) such reporting. B & W will attempt to notify Client prior to any such reporting

10.1 All data generated pursuant to this Agreement by B & W will remain the property of Client. Client recognizes that inherent in the performance of the work pursuant to this Agreement that B & W will use data collection methods, perform calculations, use concepts and words, analyze data, and store data using methodologies that remain the property of B & W. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever. B & W will retain all pertinent records relating to the services performed for a period of three years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

10.2 B & W shall not sell, use for publication or advertising, knowingly disclose to others, use for others or knowingly permit others to use such documents and reports described in Item 10.1 without Client's prior written consent, except such information excluded in provisions (a),(b),(c),(d) and (e) of Item 10.0 of this Agreement.

10.3 B & W acknowledges and agrees that this Agreement and the documents produced by B & W in connection therewith are subject to Revised Code Section 149.43 (Ohio's Public Records Law) and to the extent not exempted from disclosure under that statute, may be subject to public disclosure.

11.0 Reuse of Documents and Public Records

All documents prepared by B & W pursuant to this Agreement are instruments of service in respect of the Project and B & W shall retain a property interest in the methods, concepts and verbiage inherent in the performance of the work pursuant to this Agreement relating to data collection methods, performance of calculations, use of concepts and words, analysis methods, and data storage. Documents prepared are not intended or represented to be suitable for the reuse by the Client for any purpose other than what is defined in the scope of the Project or for any other project. Use of documents written by B & W other than for the specific purpose intended will be at the user's sole risk.

12.0 Termination

This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. In the event of termination or suspension, B & W may complete such analyses and records as are necessary to complete a report on the services performed to the date of notice of termination or suspension. B & W shall be paid for services performed to the termination or suspension notice date.

13.0 Standard of Performance for Subsurface Investigations

Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by B & W and that data, interpretations, and recommendations of B & W are based solely on the information available to them. In cases where B & W is basing its interpretation in whole or in part on boring information, data, and reports derived by others and not by B & W, then B & W shall not be responsible for the accuracy of such boring information, data, and reports, but shall be responsible only for B & W's interpretations made therefrom. B & W will perform its obligations in a timely manner but client acknowledges that B & W is not responsible for delays caused by circumstances beyond its control.

14.0 **Importance of Headings** The captions of the several sections and paragraphs of this Agreement are not a part of the content hereof, but are only guides or labels to assist in locating and reading the several provisions hereof.

Prosecutor's Approval Page

Resolution No.

A resolution to approve the selection and sign the agreement for professional geotechnical services with Bennett & Williams Environmental Consultants for the Water Resource Expertise

(Fairfield County Utilities Department)

Approved as to form on 4/18/2024 2:33:50 PM by Steven Darnell,

Signature Page

Resolution No. 2024-04.23.aa

A Resolution to Approve the Selection and Sign the Agreement for Professional Geotechnical Services with Bennett & Williams Environmental Consultants for the Water Resource Expertise

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve the contract award for the Tussing Road Water Reclamation Facility Junction Chamber Project; ARP fiscal recovery fund, #2876

WHEREAS, the Board of County Commissioners authorized use of the American Rescue Plan fiscal recovery funds for the construction of the Tussing Road Water Reclamation Facility Junction Chamber Project with resolution 2024-04.09.e;

WHEREAS, the Fairfield County Utilities Department received competitive bids for the Tussing Road Water Reclamation Facility Junction Chamber Project on February 29, 2024;

WHEREAS, the low bidder was The Righter CO., INC., with a bid price of \$868,910.00 which was within 20% of the engineer's estimate of \$737,200.00;

WHEREAS, the Director of Utilities has reviewed the bids and recommends award of the Tussing Road Water Reclamation Facility Junction Chamber Project to The Righter CO., INC.;

WHEREAS, Assistant Prosecuting Attorney, Amy Brown-Thompson, has approved the agreement as to form;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO, THAT:

Section 1. That the Board of Fairfield County Commissioners concurs with the recommendations of the Director of Fairfield County Utilities and authorizes itself to execute Contract Documents with The Righter CO., INC., to perform the work necessary to construct the Tussing Road Water Reclamation Facility Junction Chamber Project for the sum of \$868,910.00.

Section 2. That the Director of Fairfield County Utilities is directed to manage and administer the Contract and sign all appropriate documents up to the approved Contract Amount in an expeditious manner.

Prepared by: Joshua TC Anders
cc: Utilities Department

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24004047 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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COUNTY COMMISSIONERS
210 E MAIN ST 3RD FLOOR
LANCASTER, OH 43130

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THE RIGHTER CO INC
2424 HARRISON ROAD
COLUMBUS, OH 43204

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COUNTY COMMISSIONERS
210 E MAIN ST 3RD FLOOR
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
614-272-9700		4403		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
04/11/2024	11744			COMMISSIONERS ADMIN
NOTES				

PO Requisitioner Name : Staci Knisley

E mail Address : staci.knisley@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Junction Chamber GL Account: 12287600 - 573725 - R52c	1.0	EACH	\$868,910.00	\$868,910.00
GL SUMMARY					
	12287600 - 573725 - R52c			\$868,910.00	

Invoice Date ___/___/___ Invoice Amount \$ _____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$868,910.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 04/11/2024

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total \$868,910.00

For Department Use ONLY



Fairfield County Utilities
6670 Lockville Road NW
Carroll, Ohio 43112

Fairfield County Utilities Tussing Road Water Reclamation Facility Junction Chamber Improvements

Project Manual

Bidding Requirements
Contract Documents
Technical Specifications

Prepared by:



8415 Pulsar Place, Suite 300
Columbus, Ohio 43240
614-839-0250

April 2022
PRIME AE Project #20471

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-- END OF PROJECT TABLE OF CONTENTS --

SECTION 000101 - PROJECT TITLE PAGE

Title and Location of Work: Tussing Road Water Reclamation Facility
Junction Chamber Improvements

10955 Tussing Road
Pickerington, Ohio 43147

Name and Address of Owner: Fairfield County Utilities
6670 Lockville Road NW
Carroll, Ohio 43112

Owner Contact: Tony Vogel, PE
Director of Utilities
tony.vogel@fairfieldcountyohio.gov

Josh Anders, PE
Deputy Director of Utilities
josh.anders@fairfieldcountyohio.gov

Engineer (Construction Services): Kerry Hogan, PE
Project Manager
PRIME AE Group, Inc.
khogan@primeeng.com

Design Engineering Services: PRIME AE Group, Inc.
8415 Pulsar Place, Suite 300
Columbus, OH 43240
614-839-0250

END OF SECTION 000101

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ADVERTISEMENT FOR BIDS

**FAIRFIELD COUNTY UTILITIES
FAIRFIELD COUNTY, OHIO
TUSSING ROAD WATER RECLAMATION FACILITY JUNCTION CHAMBER IMPROVEMENTS**

General Notice

Fairfield County Utilities (Owner) is requesting Bids for the construction of the following Project:

TUSSING ROAD WATER RECLAMATION FACILITY JUNCTION CHAMBER IMPROVEMENTS
Project Location: 10955 Tussing Road, Pickerington, Ohio 43147

Lump sum bids for the construction of the Project will be received at the Fairfield County Utilities Building located at 6670 Lockville Rd NW, Carroll, Ohio 43112, until **February 29, 2024 at 10:30 AM** local time. At that time the Bids received will be publicly opened and read.

The Engineer's opinion of probable construction cost is \$737,200.00 as of January 2024.

The Project includes the following Work: Construction of a new concrete Junction Chamber adjacent to the existing Headworks structure with a new 30-inch wall pipe to connect the two structures. A new 14-inch force main and a 12-inch force main will discharge into the new junction chamber. The 14-inch force main will terminate on the WRF property and be extended as part of a separate contract. The 12-inch force main is currently connected to the existing 24-inch force main on the WRF property, but will be disconnected and sent directly into the new Junction Chamber. The power to the existing influent pump station must be rerouted due to the new Junction Chamber. The existing aluminum stairs will be relocated to the west side of the Headworks structure and a new louver is required.

Bids are requested for the following Contract: General Contract (all trades)

Obtaining the Bidding Documents

Information and Bidding Documents for the Project are available on the Fairfield County Utilities website at:

<https://www.co.fairfield.oh.us/util/>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are encouraged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Pre-bid Conference

A pre-bid conference for the Project will be held on February 14, 2024 at 10:00 AM at the Fairfield County Government Services Center located at 10955 Tussing Road, Pickerington, Ohio 43147. Attendance at the pre-bid conference is required. The pre-bid conference will be followed by a scheduled site visit for bidders, which is also required.

Instructions to Bidders:

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: Fairfield County Utilities
By: Tony Vogel, PE
Title: Director of Utilities
Date: February 1, 2024

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement for Bids. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Deleted.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version 10 or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the

Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are available in native file format include:
 - a. Project Manual.
 - b. Construction Plans.
 - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 Deleted.

3.02 Deleted.

3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the State of Ohio, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder's state or other contractor license number, if applicable.

- D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 Deleted.
- 4.02 Deleted.
- 4.03 A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement for Bids. Representatives of Owner and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.
- 4.04 Information presented at the pre-bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 5.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.02 *Existing Site Conditions*
- A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*
 - 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports, if any, of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings. If any, known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

- c. Reports and drawings, if any, known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
 - B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- 5.03 *Other Site-related Documents*
- A. No other Site-related documents are available.
- 5.04 *Site Visit and Testing by Bidders*
- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
 - B. A Site visit is scheduled following the pre-bid conference. Attending the scheduled Site visit is required.
 - C. **The scheduled Site visit will immediately follow the required pre-bid conference at the time defined in the Advertisement for Bids and be located at the Project Location defined in the Advertisement for Bids.** Maps to the Site will be made available upon request.
 - D. Bidders visiting the Site are required to arrange their own transportation to the Site.
 - E. All access to the Site other than during the regularly scheduled Site visit must be coordinated through the following Owner contact for visiting the Site: Josh Anders, josh.anders@fairfieldcountyohio.gov. Bidder must conduct the Site visit during normal working hours. Bidder must conduct the Site visit with a date no sooner than seven (7) days before bid opening.
 - F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
 - G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such

access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

- H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information for Engineer contact and submittal procedures for such questions are as follows:

Kerry Hogan, PE
Project Manager
PRIME AE Group, Inc.
khogan@primeeg.com

- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Deleted.
- 9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 Deleted.
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers within five days after Bid opening.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in

writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

13.02 *Deleted.*

13.03 *Deleted.*

13.04 *Deleted.*

13.05 *Deleted.*

13.06 *Deleted.*

13.07 *Deleted.*

ARTICLE 14—SUBMITTAL OF BID

14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement for Bids.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted

prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 16.02 Deleted.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for

those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

- 21.01 Owner is exempt from Ohio state sales and use taxes on materials and equipment to be incorporated in the Work (Exemption No. 31-6400066). Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 22—CONTRACTS TO BE ASSIGNED

- 22.01 Deleted.

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Fairfield County Utilities, 6670 Lockville Road NW, Carroll, Ohio 43112.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors, if applicable;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
 - F. Required Bidder Qualification Statement with supporting data;

ARTICLE 3—BASIS OF BID—LUMP SUM BID

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price: \$ 868,910.00

ARTICLE 4—DELETED

ARTICLE 5—DELETED

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Deleted.
- 6.03 Deleted.
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Bidder is to complete table.

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*


- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

The Righter Co., Inc.
(typed or printed name of organization)


By: 
(individual's signature)

Name: Michael D. Killilea, II
(typed or printed)

Title: President
(typed or printed)

Date: 2/29/2024
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)

Name: Tracy L. Ferguson
(typed or printed)

Title: Secretary
(typed or printed)

Date: 2/29/2024
(typed or printed)

Address for giving notices:

2424 Harrison Rd., Columbus, OH 43204

Bidder's Contact:

Name: Michael D. Killilea, II
(typed or printed)

Title: President
(typed or printed)

Phone: 614-272-9700

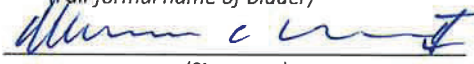
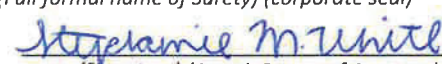

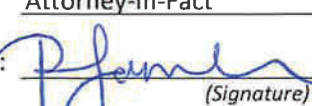
Email: mike@rightercompany.com

Address: 2424 Harrison Rd.
Columbus, OH 43204

Bidder's Contractor License No.: (if applicable) Not Applicable

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BID BOND (PENAL SUM FORM)

<p>Bidder Name: The Righter Co., Inc. Address (<i>principal place of business</i>): 2424 Harrison Road Columbus, OH 43204</p>	<p>Surety Name: Ohio Farmers Insurance Company Address (<i>principal place of business</i>): P.O. Box 5001 Westfield Center, OH 44251-5001</p>
<p>Owner Name: Fairfield County Utilities Address (<i>principal place of business</i>): Fairfield County Utilities 6670 Lockville Road NW Carroll, Ohio 43112</p>	<p>Bid Project (<i>name and location</i>): Tussing Road Water Reclamation Facility Junction Chamber Improvements 10955 Tussing Road Pickerington, Ohio 43147 Bid Due Date: February 29, 2024</p>
<p>Bond Penal Sum: \$ <u>86,891.00</u> Date of Bond: <u>February 29, 2024</u></p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder The Righter Co., Inc. <small>(Full formal name of Bidder)</small></p>	<p>Surety Ohio Farmers Insurance Company <small>(Full formal name of Surety) (corporate seal)</small></p>
<p>By: <u></u> <small>(Signature)</small></p>	<p>By: <u></u> <small>(Signature) (Attach Power of Attorney)</small></p>
<p>Name: <u>Michael D. Killilea, II</u> <small>(Printed or typed)</small></p>	<p>Name: <u>Stephanie M. White</u> <small>(Printed or typed)</small></p>
<p>Title: <u>President</u></p>	<p>Title: <u>Attorney-In-Fact</u></p>
<p>Attest: <u></u> <small>(Signature)</small></p>	<p>Attest: <u></u> <small>(Signature)</small></p>
<p>Name: <u>Tracy L. Ferguson</u> <small>(Printed or typed)</small></p>	<p>Name: <u>Peyton Janlin</u> <small>(Printed or typed)</small></p>
<p>Title: <u>Secretary</u></p>	<p>Title: <u>Surety Client Specialist</u></p>
<p><small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small></p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		The Righter Co, Inc.	
Corporate Office			
Name:	Michael D Killilea, II	Phone number:	614.272.9700
Title:	President	Email address:	mike.crightercompany.com
Business address of corporate office:		2424 Harrison Road	
		Columbus, OH 43204	
Local Office Not Applicable.			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	8/19/1976	State in which Business was formed:	Ohio
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business: Not Applicable.

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Michael D Killilea, II	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:	Tracy L. Ferguson	Title:	Secretary/Treasurer
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

NOT Applicable

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—SAFETY

3.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Vince Graw		
Safety Certifications			
Certification Name	Issuing Agency	Expiration	
OSHA 30-hour Construction Safety	OSHA	N/A.	

3.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s). Attachment #1 (3 pages)

Year	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
The Righter Co., Inc.	.72	0	76,175	.99	0	64,310	.99	0	68,443

ARTICLE 4—FINANCIAL

4.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement. *Attachment #2 (5 pages)*

Financial Institution:	<i>WesBanco Bank, Inc.</i>		
Business address:	<i>2000 W. Henderson Rd., Ste 200 Columbus, OH 43220</i>		
Date of Business’s most recent financial statement:		<input type="checkbox"/>	Attached
Date of Business’s most recent audited financial statement:	<i>3/31/23</i>	<input checked="" type="checkbox"/>	Attached
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			<i>1.73</i>
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			<i>1.46</i>

ARTICLE 5—SURETY INFORMATION

5.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	<i>Overmyer Hall Associates</i>		
Surety is a corporation organized and existing under the laws of the state of:	<i>Ohio</i>		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	<i>1100 W. Lane Avenue Suite # 200 Columbus, OH 43221</i>		
Physical Address (principal place of business):			
Phone (main):	<i>604.453.4400</i>	Phone (claims):	

ARTICLE 6—INSURANCE

6.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Overmyer Hall Associates	See Attached Certificate Attachment #3
Are providers licensed or authorized to issue policies in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):	1600 W. Lane Avenue Suite #200 Columbus, OH 43221
Physical Address (principal place of business):	
Phone (main):	614.453.4418
Phone (claims):	

ARTICLE 7—CONSTRUCTION EXPERIENCE

7.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	38
Estimate of revenue for the current year:	\$14,500,000
Estimate of revenue for the previous year:	\$10,192,474

7.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:	47	As a joint venturer:	N/A
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Provide full details in a separate attachment if the response to any of these questions is Yes.


- 7.03 List all projects currently under contract in Schedule A and provide indicated information. *Attached.*
- 7.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction. *Attached*
- 7.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well. *Attached*

ARTICLE 8—REQUIRED ATTACHMENTS

- 8.01 Provide the following information with the Statement of Qualifications:
 - A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02. *N/A.*
 - B. Certification of Business's safety performance if required by Paragraph 4.02.
 - C. Financial statements as required by Paragraph 5.01.
 - D. Attachments providing additional information as required by Paragraph 8.02.
 - E. Schedule A (Current Projects) as required by Paragraph 8.03.
 - F. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
 - G. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
 - H. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: The Righter Co., Inc.
(typed or printed name of organization)

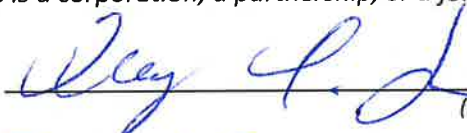
By: 
(individual's signature)

Name: Michael D Killilea, II
(typed or printed)

Title: President
(typed or printed)

Date: 2/29/2024
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Tracy L. Ferguson
(typed or printed)

Title: Secretary
(typed or printed)

Address for giving notices:
2424 Harrison Road, Columbus, OH 43204

Designated Representative:

Name: Michael D Killilea, II
(typed or printed)

Title: President
(typed or printed)

Address: 2424 Harrison Road, Columbus, OH 43204

Phone: 614.272.9700

Email: mike@rightercompany.com

Schedule A—Current Projects *See Attached - Attachment - Schedule A (3 pages)

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email

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Schedule B—Previous Experience with Similar Projects See Attached - Schedule B

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost	Date Project		
Key Project Personnel	Project Superintendent	Safety Manager	Quality Control Manager
Name			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization Telephone Email
Designer			
Construction Manager			
Project Owner			
General Description of Project			
Project Cost	Date Project		
Key Project Personnel	Project Superintendent	Safety Manager	Quality Control Manager
Name			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization Telephone Email
Designer			
Construction Manager			
Project Owner			
General Description of Project			
Project Cost	Date Project		
Key Project Personnel	Project Superintendent	Safety Manager	Quality Control Manager
Name			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization Telephone Email
Designer			
Construction Manager			
Project Owner			
General Description of Project			
Project Cost	Date Project		
Key Project Personnel	Project Superintendent	Safety Manager	Quality Control Manager
Name			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization Telephone Email
Designer			
Construction Manager			

Schedule B—Previous Experience with Similar Projects *See Attached Attachment-Schedule B*

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email

Schedule C—Key Individuals

Project Manager			
Name of individual		Nick Miller	
Years of experience as project manager		24	
Years of experience with this organization		24	
Number of similar projects as project manager		100+	
Number of similar projects in other positions		N/A	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
* Attached to Resume - Attachment #4 (2 pages)			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Monica Powell	Name	Reggie Hood
Title/Position	Facilities Project Manager	Title/Position	Director of Water Resources
Organization	City of Columbus - DPU	Organization	Prime AE
Telephone	614-645-3089	Telephone	614-839-0250
Email	mopowell@Columbus.gov	Email	rhood@primeeng.com
Project	Specialty Maintenance	Project	Hayden Run Aerial Sewer
Candidate's role on project	owner's project Manager	Candidate's role on project	Engineer
Project Superintendent			
Name of individual		Tom Ison	
Years of experience as project superintendent		38	
Years of experience with this organization		38	
Number of similar projects as project superintendent		100+	
Number of similar projects in other positions		N/A	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Attached to Resume - Attachment #5 (3 pages)			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Monica Powell	Name	Reggie Hood
Title/Position	Facilities Project Manager	Title/Position	Director of Water Resources
Organization	City of Columbus - DPU	Organization	Prime AE
Telephone	614-645-3089	Telephone	614-839-0250
Email	mopowell@Columbus.gov	Email	rhood@primeeng.com
Project	Specialty Maintenance	Project	Hayden Run Aerial Sewer
Candidate's role on project	owner's project Manager	Candidate's role on project	Engineer

Safety Manager Attachment #1e - Resume			
Name of individual		Vince Gaus	
Years of experience as project manager		Safety Manager 3	
Years of experience with this organization		39	
Number of similar projects as project manager		50+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
N/A.			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jake Faught	Name	Austin Barber
Title/Position	Sales Representative	Title/Position	Sales Representative
Organization	United Rentals	Organization	Southeastern Equipment
Telephone	614-561-2087	Telephone	614-832-2927
Email	jfaught@ur.com	Email	abarber@southeasternequip.com
Project	Several	Project	Several
Candidate's role on project	Material Supplier	Candidate's role on project	Material Supplier
Quality Control Manager Attachment #1e - Resume			
Name of individual		Vince Gaus	
Years of experience as project superintendent		3	
Years of experience with this organization		39	
Number of similar projects as project superintendent		50+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
N/A.			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jake Faught	Name	Austin Barber
Title/Position	Sales Representative	Title/Position	Sales Representative
Organization	United Rentals	Organization	Southeastern Equipment
Telephone	614-561-2087	Telephone	614-832-2927
Email	jfaught@ur.com	Email	abarber@southeasternequip.com
Project	Several	Project	Several
Candidate's role on project	Material Supplier	Candidate's role on project	Material Supplier

NOTICE OF AWARD

Date of Issuance:

Owner: Fairfield County Utilities

Engineer: PRIME AE Group, Inc. Engineer's Project No.: 20471

Project: Tussing Road Water Reclamation Facility Junction Chamber Improvements

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Tussing Road Water Reclamation Facility Junction Chamber Improvements

The Contract Price of the awarded Contract is \$ _____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Five unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Fairfield County Utilities

By (signature): _____

Name (printed): Tony Vogel, PE

Title: Director of Utilities

Copy: Engineer

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Fairfield County Utilities (“Owner”) and The Righter Co Inc. (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of a new concrete Junction Chamber adjacent to the existing Headworks structure with a new 30-inch opening to connect the two structures. A new 14-inch force main from the Valley Lift Station and a 12-inch force main from the Mingo and Brookview Lift Stations will discharge into the new junction chamber. The 14-inch force main will terminate on the WRF property and later be extended as part of a separate contract. The 12-inch force main is currently connected to the existing 24-inch force main on the WRF property but will be disconnected and sent directly into the new Junction Chamber. The power to the existing influent pump station must be rerouted due to the new Junction Chamber. The existing aluminum stairs will be relocated to the west side of the Headworks structure and a new louver is required.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Tussing Road Water Reclamation Facility Junction Chamber Improvements.

ARTICLE 3—ENGINEER

3.01 The Owner has retained PRIME AE Group, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Deleted.*

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **210** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and

completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **240** days after the date when the Contract Times commence to run.

4.04 *Deleted.*

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,000** for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of \$ 868,910.00.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 21st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.

B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 3 percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings (not attached but incorporated by reference) consisting of 21 sheets with each sheet bearing the following general title: Fairfield County Utilities Tussing Road WRF Junction Chamber Improvements.
 - 7. Addenda (numbers [] to [], inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Notice of Award
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:
Board of Fairfield County Commissioners

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: David I. Levacy

(typed or printed)

Title: President

(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: Tony Vogel

(typed or printed)

Title: Director Of Utilities

(typed or printed)

Address:

Phone: _____

Email: _____

(If **Owner** is a corporation, attach evidence of authority to sign. If **Owner** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

The Righter Co. Inc.

(typed or printed name of organization)

By: _____
(individual's signature)

Date: 4/10/2024

(date signed)

Name: Michael D. Killilea, II

(typed or printed)

Title: President

(typed or printed)

(If **Contractor** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature) Tracy L. Ferguson

Title: Secretary

(typed or printed)

Address for giving notices:
2424 Harrison Rd.
Columbus, OH 43204

Designated Representative:

Name: Michael D. Killilea, II

(typed or printed)

Title: President

(typed or printed)

Address:
2424 Harrison Rd.
Columbus, OH 43204

Phone: 614-272-9700

Email: mike@rightercompany.com

License No.: N/A.

(where applicable)

State: _____

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NOTICE TO PROCEED

Owner: Fairfield County Utilities
Engineer: PRIME AE Group, Inc. Engineer's Project No.: 20471
Contractor: _____ Contractor's Project No.: _____
Project: Tussing Road Water Reclamation Facility Junction Chamber Improvements
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is 210 days from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of _____; and the number of days to achieve readiness for final payment is 240 days from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____.

Owner: Fairfield County Utilities
By (signature): _____
Name (printed): Tony Vogel, PE
Title: Director of Utilities
Date Issued: _____
Copy: Engineer

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PERFORMANCE BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: Fairfield County Utilities</p> <p>Mailing address <i>(principal place of business)</i>: Fairfield County Utilities 6670 Lockville Road NW Carroll, Ohio 43112</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: Tussing Road Water Reclamation Facility Junction Chamber Improvements 10955 Tussing Road Pickerington, Ohio 43147</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: \$ _____</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____	_____
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None.

PAYMENT BOND

<p>Contractor Name: _____ Address <i>(principal place of business)</i>: _____</p>	<p>Surety Name: _____ Address <i>(principal place of business)</i>: _____</p>
<p>Owner Name: Fairfield County Utilities Mailing address <i>(principal place of business)</i>: Fairfield County Utilities 6670 Lockville Road NW Carroll, Ohio 43112</p>	<p>Contract Description <i>(name and location)</i>: Tussing Road Water Reclamation Facility Junction Chamber Improvements 10955 Tussing Road Pickerington, Ohio 43147 Contract Price: _____ Effective Date of Contract: _____</p>
<p>Bond Bond Amount: \$ _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: None.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Fairfield County Utilities
Engineer: PRIME AE Group, Inc. Engineer's Project No.: 20471
Contractor: Contractor's Project No.:
Project: Tussing Road Water Reclamation Facility Junction Chamber Improvements

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

Date of Substantial Completion: _____

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: None As follows:

Amendments to Contractor's Responsibilities: None As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (*signature*): _____

Name (*printed*): _____

Title: _____

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NOTICE OF ACCEPTABILITY OF WORK

Owner: Fairfield County Utilities
Engineer: PRIME AE Group, Inc. Engineer's Project No.: 20471
Contractor: Contractor's Project No.:
Project: Tussing Road Water Reclamation Facility Junction Chamber Improvements
Notice Date:
Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated _____ ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

- conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
 - J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
 - K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

- Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
 - E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
 - F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
 - G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
 - H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

- Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.
- D. *Resubmittal Procedures for Shop Drawings and Samples*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
 2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.
- E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*
1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer’s consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer’s Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer’s authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer’s authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner’s delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer’s authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
- c. *Construction Equipment Rental*
- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

- submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
 - C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
 - D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
 - E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
 - F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1— DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

SC-1.01 Amend Paragraph 1.01.A.9 by striking out "challenging a set off against payments due; or seeking other relief with respect to the terms of the Contract".

SC-1.01 Amend Paragraph 1.01.A.50 to read as follows:

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

ARTICLE 2— PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance*: After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Deleted.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor five (5) printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

- B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party’s use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions (“System Infrastructure”) at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology (“IT”) for maintaining operations of its System Infrastructure during the Project, including coordination with the party’s individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the

Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and

acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

- b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$100 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3— CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

3.03 *Reporting and Resolving Discrepancies*

SC-3.03 Amend Paragraph 3.03.A.3 to read as follows:

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof or Contractor failed to perform its obligations under the Instructions to Bidders.

SC-3.03 Amend Paragraph 3.03.A by adding the following subparagraph.

4. In addition to its obligations under the Instructions to Bidders, if Contractor proceeds with work that Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction of work constructed

without such notification to Engineer shall be at Contractor's expense (except in an emergency as authorized by Paragraph 7.15).

SC-3.03 Amend Paragraph 3.03.B.1 by striking out "prepared by or for Engineer".

3.04 *Requirements of the Contract Documents*

SC-3.04 Amend the last sentence of Paragraph 3.04.A to read as "Owner will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work."

SC-3.04 Amend Paragraph 3.04.B to read as follows:

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor upon the Owner's acceptance of the Engineer's ruling, unless it appeals by submitting a Change Proposal and that Change Proposal is accepted by both the Engineer and Owner.

ARTICLE 4— COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Paragraph is mandatory for WWD projects.

SC-4.05 Amend Paragraph 4.05.C by striking out "Contractor shall" and replacing with "Contractor may".

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. Abnormal weather conditions are hereby defined as a condition in which the Contractor's workday production is reduced by more than 50 percent of items on the Critical Path due to weather or season conditions. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event. It is the responsibility of the Contractor to provide the information listed in SC 4.05.C.5.b.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
- 1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":

- i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 0.5-inch of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 20 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 100 degrees Fahrenheit.
- 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Oceanic and Atmospheric Administration (NOAA) weather monitoring station at Wilmington Air Park (ILN).
 - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit B—Foreseeable Bad Weather Days.
 - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit B —Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.
- c. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five (5) days or the end of the abnormal weather event. It is the Contractor’s responsibility to provide the information listed in SC-4.05.C.b.
 - d. The Contractor’s accepted progress Schedule must reflect the anticipated weather delays as presented in the table in Exhibit B. The table applies to the duration between contract execution and original completion date. Extensions for abnormal weather condition delays beyond the original completion date will be the actual workdays lost due to abnormal weather conditions.
 - e. The Owner/Engineer will not consider weekends and holidays as lost workdays unless the Owner directs the Contractor to work those days.

SC-4.05 Amend Paragraph 4.05.D.2 to read as follows:

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

ARTICLE 5— SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

SC-5.01 Amend Paragraph 5.01.B to read as follows:

- B. Upon reasonable request, Owner shall furnish Contractor with a Notice of Commencement prepared for the Project, conforming to the provisions of Ohio Revised Code Section 1311.252.

5.02 *Use of Site and Other Areas*

SC-5.02 Amend Paragraph 5.02.A.2 to read as follows:

- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by dispute resolution proceeding, or in a court of competent jurisdiction located in Fairfield County, Ohio; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
Subsurface Investigation Report	12/7/2001	Geotechnical Investigations

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to

the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
Tussing Road Water Reclamation Facility Improvements	07/07/2003	Record Drawings
Tussing Road Water Reclamation Facility Screen System Improvements	01/01/2018	Record Drawings

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at Fairfield County Utilities building during regular business hours, or may request copies from Owner.

5.04 *Differing Subsurface or Physical Conditions*

- SC-5.04 Amend Paragraph 5.04.A by striking out “promptly” and replacing with “within 48 hours”.
- SC-5.04 Amend Paragraph 5.04.C by striking out “Owner shall” and replacing with “Owner may”.
- SC-5.04 Amend Paragraph 5.04.E.4 by striking out “30 days” and replacing with “10 days”.

5.05 *Underground Facilities*

- SC-5.05 Amend Paragraph 5.05.D by striking out “Owner shall” and replacing with “Owner may”.
- SC-5.05 Amend Paragraph 5.05.F.1 to read as follows:
- Contractor may be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to all of the following:

5.06 *Hazardous Environmental Conditions*

- SC-5.06 Modify Paragraph 5.06.A to read:
- A. *Reports and Drawings:* The Supplementary Conditions/Agreement identifies:
- SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:
- The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

SC-5.06 Amend Paragraph 5.06.G to read as follows:

- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 10 days of Owner’s written notice regarding the resumption of Work, Contractor may submit a Change Proposal for the Owner’s consideration, or the Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

SC-5.06 Delete Paragraph 5.06.I in its entirety.

SC-5.06 Amend Paragraph 5.06.J by striking out “arbitration or other” within the subparagraph.

ARTICLE 6— BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Amend Paragraph 6.01.F by striking out “Owner shall” and replacing with “Owner may”.

SC-6.01 Add the following paragraph immediately after Paragraph 6.01.H:

- I. **Material Default or Termination.** If the Owner notifies the Contractor’s surety that the Contractor is in material default, the surety will complete its investigation of the claimed material default within 21 days. The surety is advised to start looking for a replacement contractor upon notice of material default. As part of its investigation, the surety shall promptly visit the offices of the Contractor, Engineer, and Owner to inspect and copy the available Project records. The Owner, Engineer, and Contractor, upon written request by the surety, shall make such records available during regular business hours for such inspection and copying. The Owner and Engineer’s making such records available as provided herein shall satisfy the Owner’s obligation to the surety to furnish documents for the investigation. The surety will provide the Owner with the results of its investigation, including any written report or documents. If the Owner terminates the Contract and the surety proposes to takeover the Work, the surety shall do so no later than the later of the expiration of the 21-

day investigation period or 10 days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Contract, and the surety proposes to provide a replacement contractor, the replacement contractor shall be fully capable of performing the Work in accordance with the Contract Documents. If the Contractor is terminated for cause, the replacement contractor shall not be the Contractor or a contractor comprised of mostly Contractor’s employees, unless the Owner agrees in writing. In the event the Surety takes over the Project, the surety’s obligation shall not be limited to the penal sum of the Bond. If the surety does not propose an acceptable contractor as required by this Paragraph 5.01.D, the Owner may complete the Work by such means as it deems appropriate. In the event the Owner agrees to accept a replacement contractor, the replacement contractor shall furnish its own bond for the replacement contractor’s scope of work, and neither the Contractor nor the surety shall be relieved of their obligations under the Contract Documents. This Paragraph 5.01.D is in addition to any other rights of the Owner under the Contract Documents and is not intended to create any rights of the surety, including but not limited to the right to take over the Contractor’s obligations. In the event of the Contractor’s termination and if the surety does not takeover the Work as provided in this Paragraph 5.01.D., the Owner may take possession of and use all materials, facilities and equipment at the Project Site or stored off-site for which Owner has paid in whole or in part.

SC-6.01 Deleted.

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.

SC-6.02 Amend Paragraph 6.02.E by striking out “Owner shall” and replacing with “Owner may” in both locations.

SC-6.02 Amend Paragraph 6.02.J by striking out “Owner may” and replacing with “Owner shall”.

6.03 *Contractor’s Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers’ Compensation and Related Policies	Policy limits of not less than:
Workers’ Compensation	
State	Statutory

Workers' Compensation and Related Policies	Policy limits of not less than:
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$500,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$1,000,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$2,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$5,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. The following provisions shall also apply to the insurance provided by the Contractor:
2. Contractor’s insurance shall be primary and non-contributory.
 3. Insurance policies shall be written on an occurrence basis only.
 4. The Contractor shall require all Subcontractors to provide Workers’ Compensation, CGL, and Automobile Liability Insurance with the same minimum limits specified herein, unless the Owner agrees to a lesser amount.
 5. Owner shall be named as a certificate holder on the policies of insurance maintained by Contractor. The Contractor shall provide each additional insured with a certificate of insurance.
 6. The additional insured endorsement shall be ISO 20 10 10 01 and CG 2037 10 01 or their equivalents so that Completed Operations liability extends to the additional insureds after the completion of the Project.

6.04 *Builder’s Risk and Other Property Insurance*

SC-6.04 Amend Paragraph 6.04.C by striking out “Owner shall” and replacing with “Owner may”.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. *Builder’s Risk Requirements:* The builder’s risk insurance must:
1. be written on a builder’s risk “all risk” policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

- a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
 4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of \$500,000.
 5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of \$250,000.
 6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
 7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
 8. include performance/hot testing and start-up, if applicable.
 9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
 - 10 include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."
- SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:
- G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without

limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.
1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible amount of no more than \$5,000 for direct physical loss in any one occurrence.

SC-6.04 Deleted.

ARTICLE 7— CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7:00 AM to 4:30 PM EST, Monday through Friday.
2. Owner's legal holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas.

SC-7.03 Deleted.

SC-7.03 Deleted.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Owner shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.03 Add the following new subparagraph immediately after Paragraph SC-7.03.D:

For purposes of administering the foregoing requirement, additional overtime costs are defined as 1.5 times the hourly rate.

7.04 *Services, Materials, and Equipment*

SC-7.04 Supplement Paragraph 7.04.B by adding the following at the end of this paragraph:

Contractor warrants that all materials and equipment for which Contractor has primary responsibility for choosing are suitable and fit for the intended use of such materials and

equipment and are free from defects in material, workmanship or design. The foregoing applies whether the materials or equipment are specified in the Contract Documents.

7.06 *Substitutes*

SC-7.06 Amend Paragraph 7.06.F by striking out the last sentence: "Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittals of a Change Proposal."

7.07 *Concerning Subcontractors and Suppliers*

SC-7.07 Delete Paragraph 7.07.A. in its entirety and replace with the following:

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection. If Owner or Engineer after due investigations has reasonable objections to any proposed Subcontractor, Supplier, or other individual or entity, either may request Contractor submit an acceptable substitute without an increase in Contract Price.

SC-7.07 Delete Paragraph 7.07.F. in its entirety and replace with the following:

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor may be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement.

7.08 *Patent Fees and Royalties*

SC-7.08 Delete Paragraph 7.08.B in its entirety.

SC-7.08 Amend Paragraph 7.08.C by striking out "arbitration or other" within the subparagraph.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

A. Owner is exempt from payment of sales and compensating use taxes of the State of Ohio and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.11 *Laws and Regulations*

SC-7.11 Amend Paragraph 7.11.B by striking out "arbitration or other" within the subparagraph.

SC-7.11 Delete Paragraph 7.11.C. in its entirety and replace with the following:

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of

performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 10 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 12.05.

7.13 *Safety and Protection*

7.13 *Safety and Protection*

SC-7.13 Amend Paragraph 7.13.D to read as follows:

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense.

7.17 *Contractor's General Warranty and Guarantee*

SC-7.17 Amend Paragraph 7.13.B and Subparagraphs 7.17.B.1-2 to read as follows:

- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08.
1. Owner shall give Contractor written notice of any defective Work within 1 year of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

7.18 *Indemnification*

SC-7.18 Delete Paragraph 7.18.A. in its entirety and replace with the following:

- B. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, defend, and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, to damage to or destruction of tangible property (other than the Work itself), or from a breach of the Contractor's obligations under the Contract Documents, including the loss of use resulting therefrom, the act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8— OTHER WORK AT THE SITE

8.02 *Coordination*

SC-8.02 Deleted.

8.03 *Legal Relationships*

SC-8.03 Amend Paragraph 8.03.A by striking out “Contractor shall” and replacing with “Contractor may” and striking out “30 days” and replacing with “10 days”.

SC-8.03 Amend Paragraph 8.03.B.1 by striking out “Owner shall” and replacing with “Owner may”.

SC-8.03 Amend Paragraph 8.03.C by striking out “arbitration or other” in both locations within the subparagraph.

ARTICLE 9— OWNER’S RESPONSIBILITIES

9.02 *Replacement of Engineer*

SC-9.02 Delete Paragraph 9.02.A. in its entirety and replace with the following:

A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer’s status under the Contract Documents will be that of the former Engineer.

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner’s Site Representative*

A. Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee. Owner’s Site Representative will be an employee of Owner.

ARTICLE 10— ENGINEER’S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.03 Deleted.

ARTICLE 11— CHANGES TO THE CONTRACT

11.02 *Change Orders*

SC-11.02 Amend Paragraph 11.02.A by striking out “Owner shall” and replacing with “Owner may”.

SC-11.02 Delete Paragraph 11.02.A.2 in its entirety and replace with the following:

2. Changes in Contract Price where the Owner and Contractor have mutually agreed to the change in price;

11.03 *Work Change Directives*

SC-11.03 Amend Paragraph 11.03.B.1 by striking out "30 days" and replacing with "10 days".

11.04 *Field Orders*

SC-11.04 Delete Paragraph 11.04.B in its entirety and replace with the following:

- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, the Contractor shall submit a Change Proposal no later than 7 days after receiving notice of the Field Order.

11.07 *Change of Contract Price*

SC-11.07 Amend Paragraph 11.07.A to read as follows:

- A. The Contract Price may only be changed by a mutually agreed upon Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

SC-11.07 Delete Paragraph 11.07.C. in its entirety and replace with the following:

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit may be determined as follows:
 1. A mutually acceptable fixed fee.

ARTICLE 12— CLAIMS

12.01 *Claims*

SC-12.01 Delete Subparagraphs 12.01.A-G and add the following new subparagraphs:

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph _____, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice*: As a condition precedent to a change in the Contract Price or the Contract Times, for each Claim the Contractor shall deliver a fully completed Statement of Claim Form, a copy of which form is a Contract Document, to the Engineer and the Owner, within 21 days of the start of the event giving rise to the Claim. The Contractor shall be responsible for substantiating its Claim. The Contractor's failure to deliver a fully completed Statement of Claim form shall be an irrevocable waiver of Contractor's right to any form of additional compensation, be it in time or money, arising out of the Claim or the circumstances underlying the Claim. Further, the Contractor's obligation to deliver a fully completed

Statement of Claim form within such 21 day period is a material term of the Contract Documents and provides the Owner with the opportunity to mitigate its damages.

C. Engineer's Action: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;
2. approve the Claim; or
3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 12.01.C or denial pursuant to Paragraphs 12.01.C.3 or 12.01.D will be final and binding upon Owner and Contractor, unless Owner or Contractor commences an action in a court of exclusive jurisdiction as set forth in Article 17 within 30 days of substantial completion of the Work.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 12.01.

G. False or Fraudulent Claim: The Contractor shall not knowingly present or cause to be presented to the Owner a false or fraudulent Claim. Knowingly shall have the same meaning as in Section 3729(b) USC of the Federal False Claims Act. If the Contractor knowingly presents or causes to be presented a false or fraudulent Claim, then the Contractor shall be liable to the Owner for the same civil penalty and damages as the United States Government would be entitled to recover under such Section 3729(a) USC and shall also indemnify and hold the Owner harmless from all costs and expenses, including Owner's attorneys' and consultants' fees and expenses incurred in investigating and defending against such Claim and in pursuing the collection of such penalty, damages and fees and expenses.

H. Claim Documentation: Within ten (10) days of written request from the Owner, Contractor shall make available to Owner or its representative any books, records, or other documents in its possession or to which it has access, including but not limited to Contractor's daily logs/reports, original estimates of Work and applicable agreements, correspondence with subcontractors and suppliers, internal correspondence (including e-mail), accounting records, and other information from which the Contractor's costs may be derived. To the extent permitted by law, the Owner shall keep the Project accounting records and estimate for the Project confidential. As requested by the Owner, the Contractor shall provide such documents and information in paper copies and/or computer format (including the format of the Contractor's accounting software and/or ASCII format). The Contractor's provision of the requested documents and information shall be a condition precedent to any further proceeding under the Contract Documents or to payment of an Application for Payment. Failure to provide the requested documents shall be a material breach of the Contract, and Contractor shall indemnify Owner for all of Owner's costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or

relating to Contractor's failure to comply with this provision. If the Contractor fails to provide the requested documents, the Contractor shall be precluded from presenting such documents in any subsequent dispute resolution proceedings, if the data was reasonably available at the time of the request.

ARTICLE 13— COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 Unit Price Work

SC-13.03 Supplement Paragraph 13.03.A to read as follows:

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. Contractor shall not be paid for any Unit Price Work that represents an actual quantity greater than 110% of the estimated quantity, without a Change Order. The Contractor shall maintain such records as required to track the quantities of Unit Price Work in anticipation of exceeding the 110% threshold.

ARTICLE 14— TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.07 Owner May Correct Defective Work

SC-14.07 Delete Paragraph 14.07.A. in its entirety and replace with the following:

- A. If Contractor fails within two (2) business days of written notice from the Owner or Engineer, or such longer time as may be stated in such notice, to correct, or take reasonable steps to commence to correct defective Work, or to remove and replace, or take reasonable steps to remove and replace, defective Work as required by Engineer, then Owner may correct or remedy any such deficiency. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor all the costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07. If

payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute the Change Orders provided for in this Paragraph 14.07.

ARTICLE 15— PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01 Delete subparagraph 15.01.B.4 in its entirety and add the following new subparagraphs:

4. Retainage: Partial payments to Contractor for labor performed shall be made at the rate of 92 percent of the amount invoiced through the Application for Payment that shows the total Contract Completion at 50 percent or greater, pursuant to Ohio Revised Code Section 153.14. After the Contract is 50 percent complete as evidenced by payments in the amount of at least 50 percent of the Contract Price to Contractor, no additional funds shall be retained from payments for labor.
5. Contractor shall submit one original on 8-1/2 by 11-inch paper of each lien waiver submitted.
6. Contractor shall submit one copy of each pay request for approval.
7. No advanced payment for shop drawing preparation will be made. Shop drawing costs will be paid when equipment and materials are delivered and suitably stored on the site.
8. All stored equipment and materials for which payment is requested shall have six copies (unless a different quantity is otherwise agreed upon) of invoices included with the pay request. Equipment shall be identified thoroughly on the invoices, including serial numbers.
9. Payment for the stored equipment and material which are on the site shall not exceed the invoiced amount for each item, less the Contract retainage. The overhead and profit for the stored items shall not be invoiced until the item is installed.
10. Payment for off-site storage is normally reserved for sensitive or very large pieces of equipment that in Engineer's opinion would not be practical to have stored on the site. Payment for off-site stored items shall be limited to 75% of the invoiced value of the item, less Contract retainage. Contractor shall reimburse Owner the Cost of inspecting off-site stored items. When off-site storage is approved, Contractor shall provide Insurance Certificates and Document of Ownership to Owner.

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

SC-15.03 Add the following new subparagraph to Paragraph 15.03:

- G. *Time for Completion of Items on Tentative List and Remedies.* The time fixed by the Engineer for the completion of all items on the list accompanying the tentative certificate of Substantial Completion shall not be greater than forty-five (45) days. The Contractor shall complete all items on the list within such 45-day period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged to the Contractor. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute a Change Order deducting such cost from the balance of the Contract Price and also any additional costs or expenses incurred by the Owner arising out of or related to the failure of the Contractor to complete such items, including but not limited to attorneys', consultants', and Engineer's fees. The Contractor's warranties under the Contract Documents shall remain in full force and effect and cover any remedial Work, even if performed by others. If more than one inspection by the Engineer for purposes of evaluating corrected Work is required, it will be performed at the Contractor's expense.

15.04 *Partial Use or Occupancy*

SC-15.04 Add the following new Paragraph 15.04.A.4 immediately following to Paragraph 15.04.A.3:

4. Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer, and within a reasonable time thereafter, Owner, Contractor, and Engineer shall inspect that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial

Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

15.06 *Final Payment*

SC-15.06 Amend Paragraph 15.06.A.3 by striking out “Contractor may” and replacing with “Contractor shall” in both locations.

SC-15.06 Delete “set offs for liquidated damages and” from Paragraph 15.06.E.

15.08 *Correction Period*

SC-15.08 Amend Paragraph 15.08.B by striking out “60 days” and replacing with “180 days” within both locations of the subparagraph.

SC-15.08 Amend Paragraph 15.08.C by striking out “60 days” and replacing with “180 days” within the subparagraph.

SC-15.08 Amend Paragraph 15.08.C by striking out “arbitration or other” within the subparagraph.

ARTICLE 16— SUSPENSION OF WORK AND TERMINATION

16.02 *Owner May Terminate for Cause*

SC-16.02 Amend Paragraph 16.02.A.1 by striking out “persistent” within the subparagraph.

SC-16.02 Amend Paragraph 16.02.B by striking out “10 days’ written notice” and replacing with “three (3) business days’ written notice”.

SC-16.02 Amend Paragraph 16.02.B by adding the following subparagraphs:

3. Complete the Work as Owner may deem expedient
4. Such termination shall be effective as of the date stated in the termination notice provided to Contractor

SC-16.02 Amend Paragraph 16.02.D by striking out “7 days” and replacing with “three (3) business days”.

16.03 *Owner May Terminate for Convenience*

SC-16.03 Delete Paragraphs 16.03.A and 16.03.A.1-3 in their entirety and replace with the following:

- A. Upon three (3) business days’ written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. Such termination shall be effective as of the date stated in the written notice. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination; and
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work.

SC-16.03 Add the following new subparagraph to Paragraph 16.03:

- C. Contractor shall require similar provisions contained in Paragraph 16.03 in each of its subcontracts to protect Contractor from claims by Subcontractors arising from the Owner's termination for convenience, or to minimize claims by such subcontractors. The remedy provided to Contractor under this Paragraph 16.03 shall be the Contractor's sole remedy in the event of termination for convenience by Owner.

16.04 *Contractor May Stop Work or Terminate*

SC-16.04 Amend paragraph 16.04.B by striking out the following: “, including interest thereon”.

ARTICLE 17— FINAL RESOLUTIONS OF DISPUTES

17.01 *Methods and Procedures*

SC-17.01 Delete Paragraphs 17.01.A-B and replace with the following:

A. Settlement, Methods and Procedures

1. In addition to Owner's entitlement to attorney's fees set forth elsewhere in the Contract Documents, in the event that Contractor files a Claim or files an action against Owner, Owner shall be entitled to make an offer of settlement of the Claim to Contractor at any time up to the date of trial. Such offer of settlement shall not be admissible into evidence at the litigation except on the issue of entitlement to recovery of attorneys' fees, costs and expenses. If at any stage of the litigation, including any appeals, Contractor's claim is dismissed or found to be without merit, or if the damages awarded to Contractor on its claim do not exceed Owner's offer of settlement, Contractor shall be liable to Owner and shall reimburse Owner for all attorney's fees, costs and expenses incurred by Owner from the date of the offer of settlement until the date of the final adjudication and resolution of Contractor's claim.

2. Any dispute, claim or other matter not settled by negotiation or other means as mutually agreed upon by Owner, Contractor, and surety where applicable, shall be determined by the Court of Common Pleas for Fairfield County, Ohio, which shall have exclusive venue and jurisdiction over such matters and claims, to the exclusion of any other court, including any U.S. District Court

ARTICLE 18— MISCELLANEOUS

18.07 *Controlling Law*

SC-18.07 Amend Paragraph 18.07.A by striking out “state in which Project is located” and replacing with “State of Ohio”.

18.08 *Assignment of Contract*

SC-18.08 Deleted.

SC-18.11 Add the following new Section 18.11 immediately after Section 18.10:

18.11 *Equal Employment Opportunity and Non Discrimination*

- A. The Contractor shall comply with, and shall require all Subcontractors of any tier to comply with, the applicable equal employment opportunity and nondiscrimination statutes and regulations of the State of Ohio.

SC-18.12 Add the following new Section 18.12 to the General Conditions:

18.12 *Contract Work Hours and Safety Standard Act*

- A. All Contractors and Subcontractors, of any tier, shall comply with the applicable federal regulations for contract work hours and safety standards.

SC-18.13 Add the following new Section 18.13 to the General Conditions:

18.13 *Clean Air Act*

- A. All Contractors and Subcontractors, of any tier, shall comply with the applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857, et seq.) and the Federal Water Pollution Control Act (33 U.S. C. 1251, et seq.), as amended.

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version 10 or later			
DWG	Autodesk® AutoCAD .dwg format Version 2018			
DOC	Microsoft® Word .docx format Version Office 2019			
EXC	Microsoft® Excel .xls or .xml format Version Office 2019			
DB	Microsoft® Access .mdb format Version Office 2019			

EXHIBIT B—FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month
January	8
February	8
March	7
April	6
May	5
June	5
July	4
August	4
September	5
October	6
November	6
December	6

EXHIBIT C—GEOTECHNICAL BASELINE REPORT SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

Not Used.

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CHANGE ORDER NO. _____

Owner: Fairfield County Utilities
 Engineer: PRIME AE Group, Inc. Engineer's Project No.: 20471
 Contractor: Contractor's Project No.:
 Project: Tussing Road Water Reclamation Facility Junction Chamber Improvements
 Date Issued:
 Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Authorized by Owner

By: _____

Title: _____

Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

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FIELD ORDER NO.: _____

Owner: Fairfield County Utilities
Engineer: PRIME AE Group, Inc. Engineer's Project No.: 20471
Contractor: Contractor's Project No.:
Project: Tussing Road Water Reclamation Facility Junction Chamber Improvements
Date Issued:
Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

Attachments:

Issued by Engineer

By: _____

Title: _____

Date: _____

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SECTION 007343 - WAGE DETERMINATION

PART 1 GENERAL

1.1 REFERENCE

- A. Prevailing wage rates, as determined by the Ohio Bureau of Employment Services (OBES) for Fairfield County, the county in which the project is located, shall be used in accordance with the provisions in Chapter 4115 of the Ohio Revised Code.

1.2 USE

- A. Keep posted, at all times, the current wage rate pages, including the first page which shows the date of expiration.
- B. Maintain, throughout the construction period, a legible, up-to-date copy. Post in a conspicuous place accessible to workers and protected from the weather.

1.3 REFERENCE

- A. Prevailing wage rates, as determined by the State of Ohio for the applicable work.

1.4 USE

- A. Keep posted, at all times, the current wage rate front page of each Section showing the dates of publication.
- B. Maintain, throughout the construction period, a legible, up-to-date copy. Post in a conspicuous place accessible to workers and protected from the weather.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION 007343

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Contract description.
2. Work by Owner or other Work at the Site.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes the Construction of a new concrete Junction Chamber adjacent to the existing Headworks structure with a new 30-inch wall pipe to connect the two structures. A new 14-inch force main from the Valley Lift Station and a 12-inch force main from the Mingo and Brookview Lift Stations will discharge into the new junction chamber. The 14-inch force main will terminate on the WRF property and be extended as part of a separate project/contract. The 12-inch force main is currently connected to the existing 24-inch force main on the WRF property, but will be disconnected and sent directly into the new Junction Chamber. The power to the existing influent pump station must be rerouted due to the new Junction Chamber. The existing aluminum stairs will be relocated to the west side of the Headworks structure and a new louver is required.
- B. Use Drawings as necessary to define extent of Contract; include affected temporary facilities, site work, and utilities.

1.3 WORK BY OWNER OR OTHERS

- A. Coordinate Work with utilities of Owner and public or private agencies.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 011000

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SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Application for Payment.
- B. Change procedures.
- C. Defect assessment.

1.2 APPLICATION FOR PAYMENT

- A. Submit one copy of Application for Payment on EJDC Document C-260 – Contractor's Application for Payment and submit updated construction schedule with each Application for Payment.
- B. Payment Period: Submit at monthly intervals
- C. Submit submittals with transmittal letter as specified in Section 013300 - Submittal Procedures
- D. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Current construction photographs specified in Section 013300 - Submittal Procedures
 - 2. Partial release of liens from major Subcontractors and vendors.
 - 3. Affidavits attesting to off-Site stored products.
 - 4. Construction Progress Schedule, revised and current as specified in Section 013300 - Submittal Procedures

1.3 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.

- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on EJCDC C-942.
- E. Engineer may issue Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change
- F. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on the Work by separate or other Contractors.

1.4 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.
- C. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- D. Authority of Engineer to assess defects and identify payment adjustments is final.
- E. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION 012000

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Closeout meeting.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings.
 - 1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction.
- C. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.
- D. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

- A. Engineer will schedule and preside over meeting after Notice of Award
- B. Attendance Required: Engineer, Owner, Resident Project Representative, appropriate governmental agency representatives, Construction Manager, major Subcontractors, and Contractor.
- C. Minimum Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.

3. Distribution of Contract Documents.
4. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
5. Designation of personnel representing parties in Contract, and Engineer.
6. Communication procedures.
7. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
8. Scheduling.
9. Critical Work sequencing.

- D. Contractor: Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

1.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Job superintendent, major Subcontractors, Contractors and suppliers, and Engineer, Owner, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems impeding planned progress.
 5. Review of submittal schedule and status of submittals.
 6. Review of off-Site fabrication and delivery schedules.
 7. Maintenance of Progress Schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on Progress Schedule and coordination.
 13. Other business relating to Work.
- E. Contractor: Record minutes and distribute copies to participants within two days after meeting, to Engineer, Owner, and those affected by decisions made.

1.5 CLOSEOUT MEETING

- A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
- B. Attendance Required: Contractor Construction Manager, Notify Engineer seven days in advance of meeting date.
- C. Minimum Agenda:
 - 1. Start-up of facilities and systems.
 - 2. Operations and maintenance manuals.
 - 3. Testing, adjusting, and balancing.
 - 4. System demonstration and observation.
 - 5. Operation and maintenance instructions for Owner's personnel.
 - 6. Contractor's inspection of Work.
 - 7. Contractor's preparation of an initial "punch list."
 - 8. Procedure to request Engineer inspection to determine date of Substantial Completion.
 - 9. Completion time for correcting deficiencies.
 - 10. Final cleaning.
 - 11. Preparation for final inspection.
 - 12. Closeout Submittals:
 - a. Project record documents.
 - b. Operating and maintenance documents.
 - c. Operating and maintenance materials.
 - d. Affidavits.
 - 13. Final Application for Payment.
 - 14. Contractor's demobilization of Site.
 - 15. Maintenance.
- D. Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

END OF SECTION 013000

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SECTION 013216 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. Bar chart schedules.
- D. Review and evaluation.
- E. Updating schedules.
- F. Distribution.

1.2 SUBMITTALS

- A. Schedule Updates:
 - 1. Overall percent complete, projected and actual.
 - 2. Completion progress by listed activity and subactivity, to within five working days prior to submittal.
 - 3. Changes in Work scope and activities modified since submittal.
 - 4. Delays in submittals or resubmittals, deliveries, or Work.
 - 5. Adjusted or modified sequences of Work.
 - 6. Other identifiable changes.
 - 7. Revised projections of progress and completion.
- B. Narrative Progress Report:
 - 1. Submit with each monthly submission of Progress Schedule.
 - 2. Summary of Work completed during the past period between reports.
 - 3. Work planned during the next period.
 - 4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
 - 5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
 - 6. Corrective action taken or proposed.

1.3 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel specializing in scheduling with two years' minimum experience in scheduling construction work of complexity comparable to the Project, and having use of computer facilities capable of delivering detailed graphic printout within 48 hours of request.
- B. Contractor's Administrative Personnel: 2 years' minimum experience in using and monitoring schedules on comparable Projects.

1.4 BAR CHART SCHEDULES

- A. Format: Bar chart Schedule, to include at least:
 - 1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
 - a. Subcontract Work.
 - b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
 - c. Move-in and other preliminary activities.
 - d. Equipment and equipment system test and startup activities.
 - e. Project closeout and cleanup.
 - f. Work sequences, constraints, and milestones.
 - 2. Listings identified by Specification Section number.
 - 3. Identification of the following:
 - a. Horizontal time frame by year, month, and week.
 - b. Duration, early start, and completion for each activity and subactivity.
 - c. Critical activities and Project float.
 - d. Subschedules to further define critical portions of Work.

1.5 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Engineer at each submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

1.6 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.

- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Annotate schedules to depict current status of Work.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit sorts as required to support recommended changes.
- G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect

1.7 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 013216

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Electronic CAD files of Project Drawings.
- G. Samples.
- H. Test reports.
- I. Certificates.
- J. Contractor review.
- K. Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.

1.3 SUBMITTAL PROCEDURES

- A. Identify: Project, Date, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- C. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.

- D. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- E. Allow space on submittals for Contractor and Engineer review stamps.
- F. When revised for resubmission, identify changes made since previous submission.
- G. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- H. Submittals not requested will not be recognized nor processed.
- I. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with Section 013216 - Construction Progress Schedule

1.5 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus two copies Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents.

1.7 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

- A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
 - 1. Use of files is solely at receiver's risk. Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
 - 2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
 - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
 - 4. Receiver shall not hold Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
 - 5. Receiver shall understand that even though Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
 - 6. Receiver shall not hold Engineer responsible for such viruses or their consequences, and shall hold Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.
- C. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- D. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.

1.8 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
 - 1. Submit to Engineer for aesthetic, color, and finish selection.
 - 2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents
- I. Informational Submittal: Design data are typically submitted for Engineer's knowledge as Contract administrator or for Owner.
- J. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- K. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.9 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.10 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.

- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.
- D. Identify each print on front. Identify name of Project orientation of view, date and time of view, name and address of photographer, and photographer's numbered identification of exposure.
- E. Digital Images: Deliver complete set of digital image electronic files to Owner with Project record documents. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as sensor, uncropped.
 - 1. Digital Images: Uncompressed TIFF format, produced by digital camera with minimum sensor size of 4.0 megapixels, and image resolution of not less than 1024 by 768
 - 2. Date and Time: Include date and time in filename for each image.

1.11 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer
- B. Contractor: Responsible for:
 - 1. Determination and verification of materials including manufacturer's catalog numbers.
 - 2. Determination and verification of field measurements and field construction criteria.
 - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
 - 4. Determination of accuracy and completeness of dimensions and quantities.
 - 5. Confirmation and coordination of dimensions and field conditions at Site.
 - 6. Construction means, techniques, sequences, and procedures.
 - 7. Safety precautions.
 - 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

1.12 ENGINEER REVIEW

- A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 20 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time stated above will be extended as necessary to

perform proper review. Engineer will review "mass submittals" based on priority determined by Engineer after consultation with Owner and Contractor Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.

- B. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- C. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, or Work Change Directive.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Testing and inspection services.

1.2 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 the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Engineer at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TESTING AND INSPECTION SERVICES

- A. Employ and pay for services of an independent testing agency or laboratory acceptable to Owner to perform specified testing.
 - 1. Before starting Work, submit testing laboratory name, address, and telephone number, and names of full-time.
 - 2. Submit copy of report of laboratory facilities' inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.
- B. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer or Owner.

- C. Reports shall be submitted by independent firm to Engineer, Contractor, and authorities having jurisdiction, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
 - 1. Submit final report indicating correction of Work previously reported as noncompliant.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent firm **24** hours before expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- E. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- F. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- G. Agency Responsibilities:
 - 1. Test Samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
 - 3. Perform indicated sampling and testing of products according to specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 - 6. Perform additional tests required by Engineer.
 - 7. Attend preconstruction meetings and progress meetings.
- H. Agency Reports: After each test, promptly submit **two** copies of report to Engineer, Contractor, and authorities having jurisdiction. When requested by Engineer, provide interpretation of test results. Include the following:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Name of inspector.
 - 4. Date and time of sampling or inspection.
 - 5. Identification of product and Specification Section.
 - 6. Location in Project.
 - 7. Type of inspection or test.
 - 8. Date of test.
 - 9. Results of tests.
 - 10. Conformance with Contract Documents.

I. Limits on Testing Authority:

1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency or laboratory may not approve or accept any portion of the Work.
3. Agency or laboratory may not assume duties of Contractor.
4. Agency or laboratory has no authority to stop the Work.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 014000

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SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 REFERENCE

- A. The requirements of Division 01 apply to the work of all other sections.

1.2 GENERAL

- A. Provide and maintain as a minimum the temporary facilities described herein. Locate all facilities where approved by Engineer and remove same at completion of the work or when otherwise directed.
- B. Comply with all laws, regulations, and safe practices.
- C. Provide temporary utilities throughout construction period as required to facilitate progress of work, to protect work, to provide safe and adequate working conditions throughout Project, to provide for public safety, and to meet all construction needs.
- D. Temporary utilities include, but are not limited to, temporary electricity, lighting, telephone, water, toilets, enclosures, signs, and traffic control.
- E. Remove all temporary utilities, repair all damage caused in installation and restore to existing condition.
- F. Codes and Standards: National Electric Code (ANSI C1); National Electric Safety Code; Federal and State requirements; Utility company regulations; Ohio Department of Transportation.

1.3 TEMPORARY UTILITIES

- A. Monitor Temporary Utilities
 - 1. Any party designated to provide a temporary utility shall be responsible for all damage to his work or to that of other Contractors caused by a defect in such utility.
 - a. Enforce compliance with applicable codes and standards.
 - b. Enforce safe practices.
 - c. Prevent abuse of services and utilities.
 - d. Prevent damage to finishes.
 - 2. Do not allow wasteful use of consumables.
- B. The General Contractor is to pay for utility services including electricity and natural gas consumption until final acceptance by the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. May be new or used, but must be adequate for the intended purpose.

- B. Must not create unsafe or unsanitary conditions nor violate requirements of applicable Codes.
- C. Comply with applicable Federal and State regulations.

2.2 FACILITIES

- A. Temporary Toilets
 - 1. Equipment: Standard products, meeting code requirements.
 - 2. Facilities: Self ventilated portable toilets, either:
 - a. Privies.
 - b. Chemical toilets.
 - c. Recirculating toilets, or
 - d. Combustion toilets.
 - 3. Toilet Tissue: Provide at each toilet, on suitable dispenser, with adequate reserve supply. Monitor daily.
- B. Field Offices
 - 1. Contractor's Office: If required, provide a weathertight office of sufficient size and facilities to accommodate Contractor's field personnel, his subcontractors, job meetings, storage of field documents, layout space for Drawings, drafting table for production of As-Built Drawings.
- C. Traffic Control Devices: Comply with the Manual of Uniform Traffic Control.

PART 3 - EXECUTION

3.1 GENERAL

- A. Comply with applicable Federal and State regulations.
- B. Install work in neat and orderly manner.
- C. Make structurally, mechanically, and electrically sound throughout.
- D. Maintain to give safe, continuous services and to provide safe working conditions.
- E. Modify and extend systems as work progress requires.

3.2 FACILITIES

- A. Telephones
 - 1. Provide cell phone numbers for field personnel.
- B. Temporary Toilets
 - 1. Erect securely, anchor to prevent dislocation.
 - 2. Service as often as necessary to prevent accumulation of wastes and creation of unsanitary conditions.
 - 3. Provide the following minimum number of approved enclosed combination toilet and urinal units for construction personnel:

- a. For less than 20 workers: 1.
 - b. For 20 or more workers: 2 per 40 workers.
 - c. Provide 2 private facilities adjacent to the Engineer's field office; one for men and one for women.
 4. Location
 - a. Within the project site.
 - b. Secluded from public observation.
 - c. Obtain acceptance of locations by the Engineer.
 5. Enclosures for Toilet Facilities
 - a. Weatherproof, sightproof, sturdy temporary enclosures.
 - b. Ventilated to meet applicable Federal and State requirements.
 - c. For enclosures accommodating two or more persons, provide privacy screens for each toilet fixture.
 - C. Field Offices
 1. General
 - a. Locate as approved by Engineer.
 - b. All offices must be tied down to resist high winds.
 - D. Project Sign: Locate sign as directed by the Engineer.
 - E. Traffic Control Devices
 1. Contractor shall develop and submit for approval, a general traffic control plan for the project.
 2. Specifics of the traffic control plan shall conform to the Ohio Manual of Uniform Traffic Control Devices.
 3. It may be required to modify the specifics of the traffic control in order to safely protect the public.
 - F. Computer
 1. Provide 1 computer and high speed DSL or Cable ISP.
 2. Computers will become property of the Owner at the completion of the Project.
 - G. Removal: Each installing Contractor shall remove his temporary utility, repair all damage caused in installation and restore to original conditions.
 - H. Cost of Installation, Operation and Maintenance: The Contractor will provide and maintain specified temporary utilities until Date of Substantial Completion unless otherwise indicated. Pay all costs of installation, operation and maintenance of temporary utilities.
 - I. Cost of Consumables: The Contractor will pay all costs of consumables for temporary utilities unless otherwise indicated.
- 3.3 OTHER TEMPORARY FACILITIES
- A. General: Contractor shall provide all other facilities necessary for the proper execution of the Project.

- B. Water: Water used for pressure and bacteria testing of the completed Plant and lines is to be provided by the Owner, but facilitated by the Contractor.

3.4 PAYMENT

- A. The Contractor shall pay for all temporary facilities except as listed below.

END OF SECTION 015000

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Construction waste management plan.
 2. Construction waste recycling.

1.2 PLAN REQUIREMENTS

- A. Develop and implement construction waste management plan as approved by Engineer.
- B. Intent:
1. Divert construction, demolition, and land-clearing debris from landfill disposal.
 2. Redirect recyclable material back to manufacturing process.
 3. Generate cost savings or increase minimal additional cost to Project for waste disposal.

1.3 SUBMITTALS

- A. Section 013300 - Submittal Procedures contains requirements for submittals.
- B. Construction Waste Management Plan: Submit construction waste management plan describing methods and procedures for implementation and monitoring compliance including the following:
1. Transportation company hauling construction waste to waste processing facilities.
 2. Recycling and adaptive reuse processing facilities and waste type each facility will accept.
 3. Construction waste materials anticipated for recycling and adaptive reuse.
 4. On-Site sorting and Site storage methods.
- C. Submit documentation prior to Substantial Completion substantiating construction waste management plan was maintained and goals were achieved.
1. Trash: Quantity by weight deposited in landfills. Include associated fees, transportation costs, container rentals, and taxes for total cost of disposal.
 2. Salvaged Material: Quantity by weight with destination for each type of material salvaged for resale, recycling, or adaptive reuse. Include associated fees, transportation costs, container rentals, taxes for total cost of disposal, and reimbursements due to salvage resale.

3. Total Cost: Indicate total cost or savings for implementation of construction waste management plan.

1.4 CONSTRUCTION WASTE MANAGEMENT PLAN

- A. Implement construction waste management plan at start of construction.
- B. Review construction waste management plan at preconstruction meeting and progress meetings specified in Section 013000 - Administrative Requirements.
- C. Distribute approved construction waste management plan to Subcontractors and others affected by plan requirements.
- D. Oversee plan implementation, instruct construction personnel for plan compliance, and document plan results.
- E. Purchase products to prevent waste by:
 1. Ensuring correct quantity of each material is delivered to Site.
 2. Choosing products with minimal or no packaging.
 3. Requiring suppliers to use returnable pallets or containers.
 4. Requiring suppliers to take or buy back rejected or unused items.

1.5 CONSTRUCTION WASTE RECYCLING

- A. Use source separation method or comingling method suitable to sorting and processing method of selected recycling center. Dispose nonrecyclable trash separately into landfill.
- B. Source Separation Method: Recyclable materials separated from trash and sorted into separate bins or containers, identified by waste type, prior to transportation to recycling center.
- C. Comingling Method: Recyclable materials separated from trash and placed in unsorted bins or container for sorting at recycling center.
- D. Materials suggested for recycling include:
 1. Packing materials including paper, cardboard, foam plastic, and sheeting.
 2. Recyclable plastics.
 3. Organic plant debris.
 4. Earth materials.
 5. Native stone and granular fill.
 6. Asphalt and concrete paving.
 7. Wood with and without embedded nails and staples.
 8. Glass, clear and colored types.
 9. Metals.
 10. Equipment oil.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.1 CONSTRUCTION WASTE COLLECTION

- A. Collect construction waste materials in marked bins or containers and arrange for transportation to recycling centers or adaptive salvage and reuse processing facilities.
- B. Maintain recycling and adaptive reuse storage and collection area in orderly arrangement with materials separated to eliminate co-mingling of materials required to be delivered separately to waste processing facility.
- C. Store construction waste materials to prevent environmental pollution, fire hazards, hazards to persons and property, and contamination of stored materials.
- D. Cover construction waste materials subject to disintegration, evaporation, settling, or runoff to prevent polluting air, water, and soil.

3.2 CONSTRUCTION WASTE DISPOSAL

- A. Deliver construction waste to waste processing facilities. Obtain receipt for deliveries.
- B. Dispose of construction waste not capable of being recycled or adaptively reused by delivery to landfill, incinerator, or other legal disposal facility. Obtain receipt for deliveries.

END OF SECTION 017419

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.

- B. Related Requirements:
 - 1. C-700 Standard General Conditions of the Construction Contract.
 - 2. C-800 Supplementary Conditions of the Construction Contract.
 - 3. Section 013000 Administrative Requirements.
 - 4. Section 013300 Submittal Requirements.

1.2 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number.
 5. Submit testing, adjusting, and balancing records.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 6. Advise Owner of changeover in utility services.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements.
 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
 - 1. Submit a final Application for Payment in accordance with Section 012900 Price and Payment Procedures.
 - 2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order,
 - 2. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Engineer will return annotated file.
 - b. Three paper copies. Engineer will return two copies.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

1. Submit on digital media acceptable to Owner.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - c. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - d. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
 - e. Vacuum and mop concrete.
 - f. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - g. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

- B. Construction Waste Disposal: Remove all construction waste from the site specified in Section 017419 Construction Waste Management and Disposal. Construction materials classified as construction and demolition debris shall be disposed of in a certified landfill.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations, before requesting inspection for determination of Substantial Completion.

- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION 017700

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029600 - TEMPORARY BYPASS PUMPING SYSTEMS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Section includes requirements for implementing a temporary pumping system for the purpose of diverting existing sewage flow around work area for duration of the project.

1.2 QUALITY ASSURANCE

- A. Follow national standards and as specified herein.
- B. Perform leakage and pressure tests on discharge piping using clean water, before operation. Notify Engineer 24 hours prior to testing.
- C. Maintain and inspect temporary pumping system every two hours. Responsible operator: on site when pumps are operating.
- D. Keep and maintain spare parts for pumps and piping on site, as required.
- E. Maintain adequate hoisting equipment and accessories on site for each pump.

1.3 SUBMITTALS

- A. Submit following Section 013300.
 - 1. Detailed plan and description of proposed pumping system. Indicate number, size, material, location and method of installation of suction and discharge piping, size of pipeline or conveyance system to be bypassed, staging area for pumps, site access point, and expected flow.
 - a. Size and location of manhole or access points for suction and discharge hose or piping.
 - b. Sections showing suction and discharge pipe depth, embedment, select fill and special backfill, if buried.
 - c. Temporary pipe supports and anchoring required.
 - d. Thrust and restraint block sizes and locations.
 - e. Sewer plugging method and type of plugs.
 - f. Bypass pump sizes, capacity, number of each size to be on site and power requirements.
 - g. Backup pump, power and piping equipment.
 - h. Calculations of static lift, friction losses, and flow velocity. Pump curves showing pump operating range.
 - i. Design plans and computation for access to bypass pumping locations indicated on drawings.
 - j. Calculations for selection of bypass pumping pipe size.
 - k. Method of noise control for each pump and/or generator.

- l. Method of protecting discharge manholes or structures from erosion and damage.
- m. Schedule for installation and maintenance of bypass pumping lines.
- n. Procedures to monitor upstream mains for backup impacts.
- o. Procedures for setup and breakdown of pumping operations.
- p. Emergency plan detailing procedures to be followed in event of pumpfailures, sewer overflows, service backups, and sewage spillage.
 - 1) Maintain copy of emergency plan on site for duration of project.

B. Submit following Section 014000.

- 1. Certify bypass system will meet requirements of codes, and regulatory agencies having jurisdiction.

1.4 CONTRACTORS RESPONSIBILITY FOR OVERFLOWS AND SPILLS

- A. Schedule and perform work in manner that does not cause or contribute to incidence of overflows, releases or spills of sewage from sanitary sewer system or bypass operation.

1.5 DELIVERY AND STORAGE

- A. Transport, deliver, handle, and store pipe, fittings, pumps, ancillary equipment and materials to prevent damage and following manufacturer's recommendations.
 - 1. Inspect all material and equipment for proper operation before initiating work.
- B. Material found to be defective or damaged due to manufacturer or shipment.
 - 1. When Engineer deems repairable: Repair as recommended by manufacturer.
 - 2. When Engineer deems not repairable: Replace as directed by Engineer before initiating work.
 - 3. Repair or replacement of defective or damaged material and equipment will be at no cost to Commission.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Discharge and Suction Pipes: Approved by Engineer.
 - 1. Discharge piping: Determined according to flow calculations and system operating calculations.
 - 2. Suction piping: Determined according to pump size, flow calculations, and manhole depth following manufacturer's specifications and recommendations.
- B. Polyethylene Plastic Pipe:
 - 1. High density solid wall and following ASTM F714 Polyethylene (PE) Plastic Pipe (SDR-DR) based on Outside Diameter, ASTM D1248 and ASTM D3550
 - 2. Homogenous throughout, free of visible cracks, discoloration, pitting, varying wall thickness, holes, foreign material, blisters, or other deleterious faults.

- C. High-Density Polyethylene (HDPE).
 - 1. Homogenous throughout, free of visible cracks, discoloration, pitting, varying wall thickness, holes, foreign material, blisters, or other deleterious faults.
 - a. Defective areas of pipe: Cut out and joint fused as stated herein.
 - 2. Assembled and joined at site using couplings, flanges or butt-fusion method to provide leak proof joint. Follow manufacturer's instructions and ASTM D 2657.
 - a. Threaded or solvent joints and connections are not permitted.
 - 3. Fusing: By personnel certified as fusion technicians by manufacturer of HDPE pipe and/or fusing equipment.
 - 4. Butt-fused joint: True alignment and uniform roll-back beads resulting from use of proper temperature and pressure.
 - a. Allow adequate cooling time before removal of pressure.
 - b. Watertight and have tensile strength equal to that of pipe.
 - c. Acceptance by Engineer before insertion.
 - 5. Use in streams, storm water culverts and environmentally sensitive areas.

- D. Flexible Hoses and Associated Couplings and Connectors.
 - 1. Abrasion resistant.
 - 2. Suitable for intended service.
 - 3. Rated for external and internal loads anticipated, including test pressure.
 - a. External loading design: Incorporate anticipated traffic loadings, including traffic impact loading.
 - 4. When subject to traffic loading, compose system, such as traffic ramps or covers.
 - a. Install system and maintain H-20 loading requirements while in use or as directed by the Engineer.

- E. Valves and Fittings: Determined according to flow calculations, pump sizes previously determined, and system operating pressures.

- F. Plugs: Selected and installed according to size of line to be plugged, pipe and manhole configurations, and based on specific site.
 - 1. Additional plugs: Available in the event a plug fails. Plugs will be inspected before use for defects which may lead to failure.

- G. Aluminum "irrigation type" piping or glued PVC piping will not be permitted.

- H. Discharge hose will only be allowed in short sections when approved by Engineer.

2.2 EQUIPMENT

- A. Pumps.
 - 1. Fully automatic self-priming units that do not require the use of foot-valves or vacuum pumps in priming system.
 - 2. Electric or diesel powered.
 - 3. Constructed to allow dry running for long periods of time to accommodate cyclical nature of effluent flows.

- B. Provide:

1. Necessary stop/start controls for each pump.
2. One standby pump of each size maintained on site.
 - a. On-line, isolated from primary system by a valve.
3. Quiet flow pumps at request of Engineer.

2.3 DESIGN REQUIREMENTS

- A. Bypass pumping systems:
 1. Sufficient capacity to pump peak flow of 1.5 MGD.
 - a. Peak flows greater than 1.5 MGD as approved by Engineer.
 - b. Commission will provide flow data for bypass system.
 2. Operate 24 hours per day.
- B. Provide pipeline plugs and pumps of adequate size to handle peak flow, and temporary discharge piping to ensure total flow of main can be safely diverted around section to be repaired.

PART 3 EXECUTION

3.1 PREPARATION

- A. Determining location of bypass pipelines.
 1. Minimal disturbance to existing utilities.
 - a. Field locate existing utilities in proposed bypass area.
 2. Obtain approvals for placement within public or private property.
 3. Obtain Engineer's approval of location.
 4. Costs associated with relocation of utilities and obtaining approvals at no cost to the Commission.

3.2 INSTALLATION AND REMOVAL

- A. Provisions and requirements must be reviewed by Engineer before starting construction.
- B. Remove manhole sections or make connections to existing sewer and construct temporary bypass pumping structures at access location indicated on Drawings and as required to provide adequate suction conduit.
- C. Plugging or blocking of sewage flows shall incorporate a primary and secondary plugging device. When plugging or blocking is no longer needed for performance and acceptance of work, remove in a manner that permits the sewage flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.
- D. When working inside manhole or force main, exercise caution. Follow OSHA, Local, State and Federal requirements. Take required measures to protect workforce against sewer gases and/or combustible or oxygen-deficient atmosphere.

- E. Installation of Bypass Pipelines:
 - 1. Pipeline may be placed along shoulder of roads.
 - a. Do not place in streets or sidewalks.
 - 2. When bypass pipeline crosses local streets and private driveways, place in roadway ramps.
 - a. When roadway ramps cannot be used, place bypass in trenches and cover with temporary pavement as approved by Engineer.
- F. During bypass pumping operation, protect sewer lines from damage inflicted by equipment.
- G. Upon completion of bypass pumping operations, and after the receipt of written permission from Engineer, remove piping, restore property to pre-construction condition and restore pavement.

END OF SECTION 029600

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SECTION 031000 - CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Form-facing material for cast-in-place concrete.
2. Shoring, bracing, and anchoring.

1.2 ACTION SUBMITTALS

A. Product Data: For each of the following:

1. Exposed surface form-facing material.
2. Concealed surface form-facing material.
3. Form ties.
4. Waterstops.
5. Form-release agent.

B. Shop Drawings: Prepared by, and signed and sealed by, a qualified professional engineer responsible for their preparation, detailing fabrication, assembly, and support of forms.

1. For exposed vertical concrete walls, indicate dimensions and form tie locations.
2. Indicate dimension and locations of construction and movement joints required to construct the structure in accordance with ACI 301 (ACI 301M).
 - a. Location of construction joints is subject to approval of the Engineer.
3. Indicate location of waterstops.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Concrete Formwork: Design, engineer, erect, shore, brace, and maintain formwork, shores, and reshores in accordance with ACI 301 (ACI 301M), to support vertical, lateral, static, and

dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.

1. Design wood panel forms in accordance with APA's "Concrete Forming Design/Construction Guide."
2. Design formwork to limit deflection of form-facing material to 1/240 of center-to-center spacing of supports.

2.2 FORM-FACING MATERIALS

A. As-Cast Surface Form-Facing Material:

1. Provide continuous, true, and smooth concrete surfaces.
2. Furnish in largest practicable sizes to minimize number of joints.
3. Acceptable Materials: As required to comply with Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete, and as follows:
 - a. Plywood, metal, or other approved panel materials.
 - b. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - 1) APA MDO (medium-density overlay); mill-release agent treated and edge sealed.

B. Concealed Surface Form-Facing Material: Lumber, plywood, metal, plastic, or another approved material.

1. Provide lumber dressed on at least two edges and one side for tight fit.

2.3 WATERSTOPS

A. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 by 1 inch (19 by 25 mm).

1. Manufactures: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Carlisle Coatings & Waterproofing Inc.
 - b. Henry Company.
 - c. Sika Corporation.

B. Self-Expanding Rubber Strip Waterstops: Manufactured rectangular or trapezoidal strip, bentonite-free hydrophilic polymer-modified chloroprene rubber, for adhesive bonding to concrete, 3/8 by 3/4 inch (10 by 19 mm).

1. Manufactures: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Adeka Corporation.
 - b. GCP Applied Technologies Inc.
 - c. Sika Corporation.

2.4 RELATED MATERIALS

- A. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.
- B. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
 2. Form release agent for form liners shall be acceptable to form liner manufacturer.
- C. Form Ties: Factory-fabricated, removable or snap-off, glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 1. Furnish units that leave no corrodible metal closer than 1 inch (25 mm) to the plane of exposed concrete surface.
 2. Furnish ties that, when removed, leave holes no larger than 1 inch (25 mm) in diameter in concrete surface.
 3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

PART 3 - EXECUTION

3.1 INSTALLATION OF FORMWORK

- A. Comply with ACI 301 (ACI 301M).
- B. Construct formwork, so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 (ACI 117M) and to comply with the Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete" for as-cast finishes.
- C. Limit concrete surface irregularities as follows:
 1. Surface Finish-1.0: ACI 117 Class D, 1 inch (25 mm).
 2. Surface Finish-2.0: ACI 117 Class B, 1/4 inch (6 mm).

- D. Construct forms tight enough to prevent loss of concrete mortar.
 - 1. Minimize joints.
 - 2. Exposed Concrete: Symmetrically align joints in forms.
- E. Construct removable forms for easy removal without hammering or prying against concrete surfaces.
 - 1. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
 - 2. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 3. Install keyways, reglets, recesses, and other accessories, for easy removal.
- F. Do not use rust-stained, steel, form-facing material.
- G. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces.
 - 1. Provide and secure units to support screed strips.
 - 2. Use strike-off templates or compacting-type screeds.
- H. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible.
 - 1. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar.
 - 2. Locate temporary openings in forms at inconspicuous locations.
- I. Chamfer exterior corners and edges of permanently exposed concrete.
- J. At construction joints, overlap forms onto previously placed concrete not less than 12 inches (305 mm).
- K. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work.
 - 1. Determine sizes and locations from trades providing such items.
 - 2. Obtain written approval of Engineer prior to forming openings not indicated on Drawings.
- L. Construction and Movement Joints:
 - 1. Construct joints true to line with faces perpendicular to surface plane of concrete.
 - 2. Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
 - 3. Place joints perpendicular to main reinforcement.
 - 4. Locate joints for beams, slabs, joists, and girders in the middle third of spans.

- a. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
- 5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
- M. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection.
 - 1. Locate ports and openings in bottom of vertical forms, in inconspicuous location, to allow flushing water to drain.
 - 2. Close temporary ports and openings with tight-fitting panels, flush with inside face of form, and neatly fitted, so joints will not be apparent in exposed concrete surfaces.
- N. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- O. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- P. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 INSTALLATION OF EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete.
 - 1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.

3.3 INSTALLATION OF WATERSTOPS

- A. Self-Expanding Strip Waterstops: Install in construction joints and at other locations indicated on Drawings, according to manufacturer's written instructions, by adhesive bonding, mechanically fastening, and firmly pressing into place.
 - 1. Install in longest lengths practicable.
 - 2. Locate waterstops in center of joint unless otherwise indicated on Drawings.
 - 3. Protect exposed waterstops during progress of the Work.

3.4 SHORING AND RESHORING INSTALLATION

- A. Comply with ACI 318 (ACI 318M) and ACI 301 (ACI 301M) for design, installation, and removal of shoring and reshoring.
 - 1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.
- B. In multistory construction, extend shoring or reshoring over a sufficient number of stories to distribute loads in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members without sufficient steel reinforcement.
- C. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

3.5 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Inspections:
 - 1. Inspect formwork for shape, location, and dimensions of the concrete member being formed.
 - 2. Inspect insulating concrete forms for shape, location, and dimensions of the concrete member being formed.

END OF SECTION 031000

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

B. Related Requirements:

1. Section 031000 "Concrete Forming and Accessories" for form-facing materials, form liners, insulating concrete forms, and waterstops.

1.2 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, and other pozzolans materials subject to compliance with requirements.

- B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.3 ACTION SUBMITTALS

A. Product Data: For each of the following.

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Blended hydraulic cement.
5. Aggregates.
6. Admixtures:

- a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.

7. Vapor retarders.
8. Liquid floor treatments.
9. Curing materials.
10. Joint fillers.

B. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.
2. Minimum 28-day compressive strength.
3. Durability exposure class.
4. Maximum w/cm.
5. Calculated equilibrium unit weight, for lightweight concrete.
6. Slump limit.
7. Air content.
8. Nominal maximum aggregate size.
9. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
10. Intended placement method.
11. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Shop Drawings:

1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
 - a. Location of construction joints is subject to approval of the Engineer.

D. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement.

1.4 INFORMATIONAL SUBMITTALS

A. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Curing compounds.
4. Vapor retarders.
5. Joint-filler strips.
6. Epoxy-coated Reinforcement: CRSI's "Epoxy Coating Plant Certification".

B. Material Test Reports: For the following, from a qualified testing agency:

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Blended hydraulic cement.
5. Aggregates.
6. Admixtures.

1.5 QUALITY ASSURANCE

- A. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.
 - 1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with ASTM C94/C94M and ACI 301 (ACI 301M).

1.7 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 306.1.
- B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M).

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with ACI 301 (ACI 301M) unless modified by requirements in the Contract Documents.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A615/A615M, Grade 60, deformed.
 - 1. Epoxy-Coated Reinforcing Bars: ASTM A775/A775M, epoxy coated, with less than two percent damaged coating in each 12-inch bar length.

2.3 CONCRETE MATERIALS

- A. Cementitious Materials:
 - 1. Portland Cement: ASTM C150/C150M, Type I/II, gray.
 - 2. Fly Ash: ASTM C618, Class C or F.
 - 3. Slag Cement: ASTM C989/C989M, Grade 100 or 120.
 - 4. Blended Hydraulic Cement: ASTM C595/C595M, Type IP, portland-pozzolan cement.
- B. Normal-Weight Aggregates: ASTM C33/C33M, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.

1. Maximum Coarse-Aggregate Size: 3/4 inch (19 mm) nominal.
 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Air-Entraining Admixture: ASTM C260/C260M.
- D. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
 2. Retarding Admixture: ASTM C494/C494M, Type B.
 3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
 4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
 5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
 6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.
- E. Water and Water Used to Make Ice: ASTM C94/C94M, potable.

2.4 VAPOR RETARDERS

- A. Sheet Vapor Retarder, Class A: ASTM E1745, Class A; not less than 10 mils (0.25 mm) thick. Include manufacturer's recommended adhesive or pressure-sensitive tape.

2.5 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.
- B. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.
- C. Water: Potable or complying with ASTM C1602/C1602M.
- D. Clear, Waterborne, Membrane-Forming, Dissipating Curing Compound: ASTM C309, Type 1, Class B.
- E. Clear, Waterborne, Membrane-Forming, Nondissipating Curing Compound: ASTM C309, Type 1, Class B.
- F. Clear, Waterborne, Membrane-Forming, Curing and Sealing Compound: ASTM C1315, Type 1, Class A.

2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1752, cork or self-expanding cork.

2.7 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301 (ACI 301M).
 - 1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 - 1. Fly Ash or Other Pozzolans: 25 percent by mass.
 - 2. Slag Cement: 50 percent by mass.
 - 3. Total of Fly Ash or Other Pozzolans, Slag Cement: 50 percent by mass, with fly ash or pozzolans not exceeding 25 percent by mass.
 - 4. Total of Fly Ash or Other Pozzolans: 35 percent by mass with fly ash or pozzolans not exceeding 25 percent by mass.
- C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.
 - 1. Use water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete and concrete with a w/cm below 0.50.

2.8 CONCRETE MIXTURES

- A. Proportion normal-weight concrete mixture as follows:
 - 1. Minimum Compressive Strength: 4,000 psi at 28 days for all concrete.
 - 2. Maximum Water-Cementitious Materials Ratio:
 - a. 0.45 for all concrete
 - 3. Slump Limit: 4-inches for concrete with verified slump of 2 to 4-inches before adding high-range water-reducing admixture or plasticizing admixture; plus or minus 1-inch.
 - 4. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.
 - 5. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.

2.9 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M and ASTM C1116/C1116M, and furnish batch ticket information.

- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete in accordance with ASTM C94/C94M. Mix concrete materials in appropriate drum-type batch machine mixer.
 - 1. For mixer capacity of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least 1-1/2 minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
 - 2. For mixer capacity larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
 - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 INSTALLATION OF EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.
 - 1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.

3.2 INSTALLATION OF VAPOR RETARDER

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder in accordance with ASTM E1643 and manufacturer's written instructions.
 - 1. Install vapor retarder with longest dimension parallel with direction of concrete pour.
 - 2. Face laps away from exposed direction of concrete pour.
 - 3. Lap vapor retarder over footings and grade beams not less than 6 inches (150 mm), sealing vapor retarder to concrete.
 - 4. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.
 - 5. Terminate vapor retarder at the top of floor slabs, grade beams, and pile caps, sealing entire perimeter to floor slabs, grade beams, foundation walls, or pile caps.
 - 6. Seal penetrations in accordance with vapor retarder manufacturer's instructions.
 - 7. Protect vapor retarder during placement of reinforcement and concrete.
 - a. Repair damaged areas by patching with vapor retarder material, overlapping damages area by 6 inches (150 mm) on all sides, and sealing to vapor retarder.

3.3 JOINTS

- A. Construct joints true to line, with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.
 - 1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Engineer.
 - 2. Place joints perpendicular to main reinforcement.
 - a. Continue reinforcement across construction joints unless otherwise indicated.
 - b. Do not continue reinforcement through sides of strip placements of floors and slabs.
 - 3. Locate joints for beams, slabs, joists, and girders at third points of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
 - 4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
- C. Control Joints in Slabs-on-Ground: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Sawed Joints: Form control joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3.2-mm-) wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random cracks.
- D. Isolation Joints in Slabs-on-Ground: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
 - 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated on Drawings.
 - 2. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Doweled Joints:
 - 1. Install dowel bars and support assemblies at joints where indicated on Drawings.
 - 2. Lubricate or asphalt coat one-half of dowel bar length to prevent concrete bonding to one side of joint.

3.4 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.

1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
 2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.
- B. Notify Engineer and testing and inspection agencies 24 hours prior to commencement of concrete placement.
- C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Engineer in writing, but not to exceed the amount indicated on the concrete delivery ticket.
1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M), but not to exceed the amount indicated on the concrete delivery ticket.
1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.
1. If a section cannot be placed continuously, provide construction joints as indicated.
 2. Deposit concrete to avoid segregation.
 3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
 4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301 (ACI 301M).
 - a. Do not use vibrators to transport concrete inside forms.
 - b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer.
 - c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
 - d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
1. Do not place concrete floors and slabs in a checkerboard sequence.
 2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.

3. Maintain reinforcement in position on chairs during concrete placement.
4. Screed slab surfaces with a straightedge and strike off to correct elevations.
5. Level concrete, cut high areas, and fill low areas.
6. Slope surfaces uniformly to drains where required.
7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
8. Do not further disturb slab surfaces before starting finishing operations.

3.5 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

1. ACI 301 (ACI 301M) Surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.
 - a. Patch voids larger than 1-1/2 inches (38 mm) wide or 1/2 inch (13 mm) deep.
 - b. Remove projections larger than 1 inch (25 mm).
 - c. Tie holes do not require patching.
 - d. Surface Tolerance: ACI 117 (ACI 117M) Class D.
 - e. Apply to concrete surfaces not exposed to public view.
2. ACI 301 (ACI 301M) Surface Finish SF-2.0: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams.
 - a. Patch voids larger than 3/4 inch (19 mm) wide or 1/2 inch (13 mm) deep.
 - b. Remove projections larger than 1/4 inch (6 mm).
 - c. Patch tie holes.
 - d. Surface Tolerance: ACI 117 (ACI 117M) Class B.
 - e. Locations: Apply to concrete surfaces exposed to public view.

B. Related Unformed Surfaces:

1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a color and texture matching adjacent formed surfaces.
2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.6 FINISHING FLOORS AND SLABS

- A. Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Float Finish:

1. When bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operation of specific float apparatus, consolidate concrete surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats.
2. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture and complies with ACI 117 (ACI A117M) tolerances for conventional concrete.
3. Apply float finish to surfaces to receive trowel finish.

C. Trowel Finish:

1. After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel.
2. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.
3. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
4. Do not add water to concrete surface.
5. Do not apply hard-troweled finish to concrete, which has a total air content greater than 3 percent.
6. Apply a trowel finish to surfaces exposed to view.
7. Finish and measure surface, so gap at any point between concrete surface and an unlevelled, freestanding, 10-ft.- (3.05-m-) long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/4 inch (6 mm).

3.7 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to blend with in-place construction.
3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

3.8 CONCRETE CURING

- A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 (ACI 301M) and ACI 306.1 for cold weather protection during curing.

2. Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M) for hot-weather protection during curing.
 3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h (1 kg/sq. m x h), calculated in accordance with ACI 305.1, before and during finishing operations.
- B. Curing Formed Surfaces: Comply with ACI 308.1 (ACI 308.1M) as follows:
1. Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces.
 2. Cure concrete containing color pigments in accordance with color pigment manufacturer's instructions.
 3. If forms remain during curing period, moist cure after loosening forms.
 4. If removing forms before end of curing period, continue curing for remainder of curing period, as follows:
 - a. Continuous Fogging: Maintain standing water on concrete surface until final setting of concrete.
 - b. Continuous Sprinkling: Maintain concrete surface continuously wet.
 - c. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously wet.
 - d. Water-Retention Sheeting Materials: Cover exposed concrete surfaces with sheeting material, taping, or lapping seams.
 - e. Membrane-Forming Curing Compound: Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
 - 1) Recoat areas subject to heavy rainfall within three hours after initial application.
 - 2) Maintain continuity of coating and repair damage during curing period.
- C. Curing Unformed Surfaces: Comply with ACI 308.1 (ACI 308.1M) as follows:
1. Begin curing immediately after finishing concrete.
 2. Interior Concrete Floors:
 - a. Floors to Receive Floor Coverings Specified in Other Sections: Contractor has option of the following:
 - 1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.
 - a) Lap edges and ends of absorptive cover not less than 12 inches (300 mm).
 - b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.

- 2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive.
 - a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
 - b) Cure for not less than seven days.
- 3) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:
 - a) Water.
 - b) Continuous water-fog spray.

b. Floors to Receive Curing Compound:

- 1) Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
- 2) Recoat areas subjected to heavy rainfall within three hours after initial application.
- 3) Maintain continuity of coating, and repair damage during curing period.
- 4) Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound does not interfere with bonding of floor covering used on Project.

c. Floors to Receive Curing and Sealing Compound:

- 1) Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller in accordance with manufacturer's written instructions.
- 2) Recoat areas subjected to heavy rainfall within three hours after initial application.
- 3) Repeat process 24 hours later, and apply a second coat. Maintain continuity of coating, and repair damage during curing period.

3.9 TOLERANCES

- A. Conform to ACI 117 (ACI 117M).

3.10 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.

- B. Testing Agency: Owner will engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
1. Testing agency to be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31/C31M.
 2. Testing agency to immediately report to Engineer, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
 3. Testing agency shall report results of tests and inspections, in writing, to Owner, Engineer, Contractor, and concrete manufacturer within 48 hours of inspections and tests.
 - a. Test reports to include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:
 - 1) Project name.
 - 2) Name of testing agency.
 - 3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
 - 4) Name of concrete manufacturer.
 - 5) Date and time of inspection, sampling, and field testing.
 - 6) Date and time of concrete placement.
 - 7) Location in Work of concrete represented by samples.
 - 8) Date and time sample was obtained.
 - 9) Truck and batch ticket numbers.
 - 10) Design compressive strength at 28 days.
 - 11) Concrete mixture designation, proportions, and materials.
 - 12) Field test results.
 - 13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.
 - 14) Type of fracture and compressive break strengths at seven days and 28 days.
- C. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.
- D. Inspections:
1. Headed bolts and studs.
 2. Verification of use of required design mixture.
 3. Concrete placement, including conveying and depositing.
 4. Curing procedures and maintenance of curing temperature.

5. Verification of concrete strength before removal of shores and forms from beams and slabs.
 6. Batch Plant Inspections: On a random basis, as determined by Engineer.
- E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M shall be performed in accordance with the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
 - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing to be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 2. Slump: ASTM C143/C143M:
 - a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - b. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete:
 - a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 4. Concrete Temperature: ASTM C1064/C1064M:
 - a. One test hourly when air temperature is 40 deg F (4.4 deg C) and below or 80 deg F (27 deg C) and above, and one test for each composite sample.
 5. Compression Test Specimens: ASTM C31/C31M:
 - a. Cast and laboratory cure two sets of three 6-inch (150 mm) by 12-inch (300 mm) or 4-inch (100 mm) by 8-inch (200 mm) cylinder specimens for each composite sample.
 - b. Cast, initial cure, and field cure two sets of three standard cylinder specimens for each composite sample.
 6. Compressive-Strength Tests: ASTM C39/C39M.
 - a. Test one set of three laboratory-cured specimens at seven days and one set of two specimens at 28 days.
 - b. Test one set of three field-cured specimens at seven days and one set of two specimens at 28 days.
 - c. A compressive-strength test to be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor to evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
 8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa) if specified compressive strength is 5000 psi (34.5 MPa), or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi (34.5 MPa).
 9. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
 10. Additional Tests:
 - a. Testing and inspecting agency to make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer.
 - b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Engineer.
 - 1) Acceptance criteria for concrete strength to be in accordance with ACI 301 (ACI 301M), Section 1.6.6.3.
 11. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
 12. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.
- F. Measure floor and slab flatness and levelness in accordance with ASTM E1155 (ASTM E1155M) within 48 hours of completion of floor finishing and promptly report test results to Engineer.

3.11 PROTECTION

- A. Protect concrete surfaces as follows:
1. Protect from petroleum stains.
 2. Diaper hydraulic equipment used over concrete surfaces.
 3. Prohibit vehicles from interior concrete slabs.
 4. Prohibit use of pipe-cutting machinery over concrete surfaces.
 5. Prohibit placement of steel items on concrete surfaces.
 6. Prohibit use of acids or acidic detergents over concrete surfaces.
 7. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.

END OF SECTION 033000

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SECTION 055313 - BAR GRATINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Metal bar gratings.
 - 2. Grating frames and supports.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include plans, sections, and attachment details.

1.3 INFORMATIONAL SUBMITTALS

- A. Certificates:
 - 1. Mill Certificates: Signed by manufacturers of stainless steel certifying that products furnished comply with requirements.
 - 2. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers certifying that shop primers are compatible with topcoats.
 - 3. Welding certificates.

1.4 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Welding Qualifications: Qualify procedures and personnel in accordance with the following welding codes:

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Submit loading data to Engineer for approval.

2.2 METAL BAR GRATINGS

- A. Metal Bar Grating Standards: Comply with NAAMM MBG 531.
- B. Pressure-Locked, Rectangular-Bar Aluminum Grating: Fabricated by pressing rectangular flush-top crossbars into slotted bearing bars.
 - 1. Bearing Bar Spacing: 1-3/16 inches (30 mm).
 - 2. Bearing Bar Depth: [1-1/4 inches (32 mm).
 - 3. Bearing Bar Thickness: [3/16 inch (4.8 mm).
 - 4. Crossbar Spacing: 4 inches (102 mm).
 - 5. Traffic Surface: Plain.
 - 6. Aluminum Finish: Mill finish.

2.3 GRATING FRAMES AND SUPPORTS

- A. Fabricate from metal shapes, plates, and bars of welded construction to sizes, shapes, and profiles indicated and as necessary to receive gratings. Miter and weld connections for perimeter angle frames. Cut, drill, and tap units to receive hardware and similar items.
 - 1. Unless otherwise indicated, fabricate from same basic metal as gratings.
 - 2. Equip units indicated to be cast into concrete or built into masonry with integrally welded anchors. Unless otherwise indicated, space anchors 24 inches (600 mm) o.c. and provide minimum anchor units in the form of steel straps 1-1/4 inches (32 mm) wide by 1/4 inch (6 mm) thick by 8 inches (200 mm) long.
- B. Galvanize steel frames and supports in the following locations:
 - 1. Exterior.

2.4 FASTENERS

- A. General: Unless otherwise indicated, provide Type 316 stainless steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
 - 1. Provide stainless steel fasteners for fastening aluminum.
 - 2. Provide stainless steel fasteners for fastening stainless steel.
- B. Post-Installed Anchors: chemical anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing in accordance with ASTM E488/E488M, conducted by a qualified independent testing agency.

2.5 MISCELLANEOUS MATERIALS

- A. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
- B. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- C. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.

2.6 ALUMINUM

- A. General: Provide alloy and temper recommended by aluminum producer for type of use indicated, with not less than the strength and durability properties of alloy, and temper designated below for each aluminum form required.
- B. Extruded Bars and Shapes: ASTM B221 (ASTM B221M), alloys as follows:
 - 1. Alloy 6061-T6 or 6063-T6, for bearing bars of gratings and shapes.
 - 2. Alloy 6061-T1, for grating crossbars.

2.7 FABRICATION

- A. Cut, drill, and punch material cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- B. Fit exposed connections accurately together to form hairline joints.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing gratings. Set units accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
- B. Fit exposed connections accurately together to form hairline joints.
 - 1. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade the surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

- C. Corrosion Protection: With a heavy coat of bituminous paint, coat concealed surfaces of aluminum that will come into contact with grout, concrete, masonry, wood, or dissimilar metals.

3.2 INSTALLATION OF METAL BAR GRATINGS

- A. Install gratings to comply with recommendations of referenced metal bar grating standards that apply to grating types and bar sizes indicated, including installation clearances and standard anchoring details.
- B. Attach removable units to supporting members with type and size of clips and fasteners indicated or, if not indicated, as recommended by grating manufacturer for type of installation conditions shown.
- C. Attach nonremovable units to supporting members by welding where both materials are same; otherwise, fasten by bolting as indicated above.

3.3 REPAIR

- A. Repair Painting:
 - 1. Wire brush and clean rust spots, welds, and abraded areas on prime-painted gratings immediately after installation, and apply repair paint with same material as used for shop painting to comply with SSPC-PA 1 requirements for touching up shop-painted surfaces.
 - a. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.
 - 2. Wire brushing, cleaning, and repair painting of rust spots, welds, and abraded areas of both deck surfaces are included in Section 099600 "High-Performance Coatings".

END OF SECTION 055313

SECTION 089000 - LOUVERS AND VENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Fixed, extruded-aluminum louvers.

1.3 DEFINITIONS

- A. Louver Terminology: Definitions of terms for metal louvers contained in AMCA 501 apply to this Section unless otherwise defined in this Section or in referenced standards.
- B. Horizontal Louver: Louver with horizontal blades; i.e., the axes of the blades are horizontal.
- C. Drainable-Blade Louver: Louver with blades having gutters that collect water and drain it to channels in jambs and mullions, which carry it to bottom of unit and away from opening.

1.4 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Louvers shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated without permanent deformation of louver components, noise or metal fatigue caused by louver blade rattle or flutter, or permanent damage to fasteners and anchors. Wind pressures shall be considered to act normal to the face of the building.
 - 1. Wind Loads: Determine loads based on a uniform pressure of 20 lbf/sq. ft., acting inward or outward.
- B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes, without buckling, opening of joints, overstressing of components, failure of connections, or other detrimental effects.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- C. Louver Performance Ratings: Provide louvers complying with requirements specified, as demonstrated by testing manufacturer's stock units identical to those provided, except for length and width according to AMCA 500-L.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. For louvers specified to bear AMCA seal, include printed catalog pages showing specified models with appropriate AMCA Certified Ratings Seals.

- B. Shop Drawings: For louvers and accessories. Include plans, elevations, sections, details, and attachments to other work. Show frame profiles and blade profiles, angles, and spacing.
 - 1. Show weep paths, gaskets, flashing, sealant, and other means of preventing water intrusion.
 - 2. Show mullion profiles and locations.
- C. Samples for Initial Selection: For units with factory-applied color finishes.
- D. Product Test Reports: Based on evaluation of comprehensive tests performed according to AMCA 500-L by a qualified testing agency or by manufacturer and witnessed by a qualified testing agency, for each type of louver and showing compliance with performance requirements specified.

1.6 QUALITY ASSURANCE

- A. Source Limitations: Obtain louvers and vents from single source from a single manufacturer where indicated to be of same type, design, or factory-applied color finish.
- B. Welding: Qualify procedures and personnel according to the following:
 - 1. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
- C. SMACNA Standard: Comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" for fabrication, construction details, and installation procedures.

1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Aluminum Extrusions: ASTM B 221, Alloy 6063-T5, T-52, or T6.
- B. Aluminum Sheet: ASTM B 209, Alloy 3003 or 5005 with temper as required for forming, or as otherwise recommended by metal producer for required finish.
- C. Aluminum Castings: ASTM B 26/B 26M, Alloy 319.
- D. Fasteners: Use types and sizes to suit unit installation conditions.
 - 1. Use hex-head or Phillips pan-head screws for exposed fasteners unless otherwise indicated.
 - 2. For fastening aluminum, use aluminum or 300 series stainless-steel fasteners.
 - 3. For color-finished louvers, use fasteners with heads that match color of louvers.
- E. Postinstalled Fasteners for Concrete and Masonry: Torque-controlled expansion anchors, made from stainless-steel components, with capability to sustain, without failure, a load equal

to 4 times the loads imposed, for concrete, or 6 times the load imposed, for masonry, as determined by testing per ASTM E 488, conducted by a qualified independent testing agency.

- F. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.2 FABRICATION, GENERAL

- A. Assemble louvers in factory to minimize field splicing and assembly. Disassemble units as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
- B. Vertical Assemblies: Where height of louver units exceeds fabrication and handling limitations, fabricate units to permit field-bolted assembly with close-fitting joints in jambs and mullions, reinforced with splice plates.
 - 1. Horizontal Mullions: Provide horizontal mullions at joints where indicated.
- C. Maintain equal louver blade spacing, including separation between blades and frames at head and sill, to produce uniform appearance.
- D. Fabricate frames, including integral sills, to fit in openings of sizes indicated, with allowances made for fabrication and installation tolerances, adjoining material tolerances, and perimeter sealant joints.
 - 1. Frame Type: Channel unless otherwise indicated.
- E. Include supports, anchorages, and accessories required for complete assembly.
- F. Provide vertical mullions of type and at spacings indicated, but not more than recommended by manufacturer, or 72 inches o.c., whichever is less.
 - 1. Semi-recessed Mullions: Where indicated, provide mullions partly recessed behind louver blades so louver blades appear continuous. Where length of louver exceeds fabrication and handling limitations, fabricate with interlocking split mullions and close-fitting blade splices designed to permit expansion and contraction.
- G. Provide subsills made of same material as louvers for recessed louvers.
- H. Join frame members to each other and to fixed louver blades with fillet welds, threaded fasteners, or both, as standard with louver manufacturer unless otherwise indicated or size of louver assembly makes bolted connections between frame members necessary.

2.3 FIXED, EXTRUDED-ALUMINUM LOUVERS

- A. Horizontal, Drainable-Blade Louver:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Air Balance Inc.; a Mestek company.
 - b. Air Flow Company, Inc.
 - c. Airolite Company, LLC (The).
 - d. All-Lite Architectural Products.

- e. American Warming and Ventilating, Inc.; a Mestek company.
 - f. Arrow United Industries; a division of Mestek, Inc.
 - g. Carnes Company, Inc.
 - h. Cesco Products; a division of Mestek, Inc.
 - i. Construction Specialties, Inc.
 - j. Dowco Products Group; Safe-Air of Illinois, Inc.
 - k. Greenheck Fan Corporation.
 - l. Industrial Louvers, Inc.
 - m. Louvers & Dampers, Inc.; a division of Mestek, Inc.
 - n. Metal Form Manufacturing Inc.
 - o. NCA Manufacturing, Inc.
 - p. Nystrom Building Products.
 - q. Reliable Products, Inc.
 - r. Ruskin Company; Tomkins PLC.
 - s. United Enertech Corp.
 - t. Vent Products Company, Inc.
- 2. Louver Depth: 6 inches.
 - 3. Frame and Blade Nominal Thickness: Not less than 0.080 inch.
 - 4. Mullion Type: Exposed.
 - 5. Angle of Blades: 45 degrees.
 - 6. Louver Performance Ratings:
 - a. Free Area: Not less than 50 percent; 8.0 sq. ft. for 48-inch-wide x 48-inch-high louver.
 - b. Point of Beginning Water Penetration: Not less than 900 fpm.
 - c. Air Performance: Not more than 0.10-inch wg static pressure drop at maximum intake velocity.
 - 7. AMCA Seal: Mark units with AMCA Certified Ratings Seal.
- B. Fixed Extruded Aluminum Louver:
- 1. Basis-of-Design Manufacturer: Hohmann & Barnard, Inc. Model #E808, 4 inch deep unit, for louver units less than 1'-0" x 1'-0" overall size required. Extend aluminum break metal from back of louver to interior face of wall to coordinate with HVAC ductwork and requirements. Custom color.
- 2.4 LOUVER SCREENS
- A. General: Provide screen at each exterior louver.
 - 1. Screen Location for Fixed Louvers: Interior face.
 - 2. Screening Type: Bird screening.
 - B. Secure screen frames to louver frames with stainless-steel machine screws, spaced a maximum of 6 inches from each corner and at 12 inches o.c.
 - C. Louver Screen Frames: Fabricate with mitered corners to louver sizes indicated.
 - 1. Metal: Same kind and form of metal as indicated for louver to which screens are attached. Reinforce extruded-aluminum screen frames at corners with clips.
 - 2. Finish: Mill finish unless otherwise indicated.

3. Type: Rewirable frames with a driven spline or insert.

2.5 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

2.6 ALUMINUM FINISHES

- A. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils. Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
 1. Color and Gloss: Custom color, as selected by Architect.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and openings, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Coordinate setting drawings, diagrams, templates, instructions, and directions for installation of anchorages that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to Project site.

3.3 INSTALLATION

- A. Locate and place louvers and vents level, plumb, and at indicated alignment with adjacent work.
- B. Use concealed anchorages where possible. Provide brass or lead washers fitted to screws where required to protect metal surfaces and to make a weathertight connection.
- C. Form closely fitted joints with exposed connections accurately located and secured.
- D. Provide perimeter reveals and openings of uniform width for sealants and joint fillers, as indicated.
- E. Repair finishes damaged by cutting, welding, soldering, and grinding. Restore finishes so no evidence remains of corrective work. Return items that cannot be refinished in the field to the factory, make required alterations, and refinish entire unit or provide new units.
- F. Protect unpainted galvanized and nonferrous-metal surfaces that will be in contact with concrete, masonry, or dissimilar metals from corrosion and galvanic action by applying a heavy

coating of bituminous paint or by separating surfaces with waterproof gaskets or nonmetallic flashing.

- G. Install concealed gaskets, flashings, joint fillers, and insulation as louver installation progresses, where weathertight louver joints are required. Comply with Division 07 Section "Joint Sealants" for sealants applied during louver installation.

3.4 ADJUSTING AND CLEANING

- A. Test operation of adjustable louvers and adjust as needed to produce fully functioning units that comply with requirements.
- B. Clean exposed surfaces of louvers and vents that are not protected by temporary covering, to remove fingerprints and soil during construction period. Do not let soil accumulate during construction period.
- C. Before final inspection, clean exposed surfaces with water and a mild soap or detergent not harmful to finishes. Thoroughly rinse surfaces and dry.
- D. Restore louvers and vents damaged during installation and construction so no evidence remains of corrective work. If results of restoration are unsuccessful, as determined by Architect, remove damaged units and replace with new units.
 - 1. Touch up minor abrasions in finishes with air-dried coating that matches color and gloss of, and is compatible with, factory-applied finish coating.

END OF SECTION 089000

SECTION 099600 - HIGH PERFORMANCE COATINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 specifications sections apply to this Section.

1.2 DESCRIPTION OF WORK

- A. Section includes coating systems for water and wastewater facilities. Section includes surface preparation, shop coating and field coating of exterior and interior items and surfaces. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
- B. Except as otherwise specified, coat all new substrates for which coating systems are listed in Part 2.

1.3 REFERENCES

- A. Abbreviations and Acronyms
 - 1. Dry Film Thickness (DFT): Thickness of a coat of paint in fully cured state measured in mils (1/1000 inch).
- B. Definitions: ASTM D 16, unless otherwise specified.
- C. Reference Standards
 - 1. ASTM D16 Standard Terminology for Paint, Related Coatings, Materials and Applications
 - 2. ASTM D4263 Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
 - 3. ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
 - 4. AWWA C652 Disinfection of Water-Storage Facilities.
 - 5. NSF/ANSI 61 Drinking Water System Components - Health Effects
 - 6. ICRI Guideline Selecting and Specifying Concrete Surface Preparation for Sealers,
 - 7. No. 310.2 Coatings, and Polymer Overlays
 - 8. NAPF 500-03 Surface Preparation Standard For Ductile Iron Pipe and Fittings in Exposed Locations Receiving Special External Coatings and/or Special Internal Linings
 - 9. SSPC-SP1 Solvent Cleaning
 - 10. SSPC-SP 2 Hand Tool Cleaning
 - 11. SSPC-SP 3 Power Tool Cleaning
 - 12. SSPC-SP 5 White Metal Blast Cleaning
 - 13. SSPC-SP 6 Commercial Blast Cleaning
 - 14. SSPC-SP 10 Near-White Metal Blast Cleaning

15. SSPC-SP 11 Power Tool Cleaning to Bare Metal
16. SSPC-SP 12 Ultra-High-Pressure Water-Jetting
17. SSPC-SP 13 Surface Preparation of Concrete
18. SSPC-SP 16 Brush-off Blast Cleaning of Nonferrous Metals

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate and ensure compatibility of shop-applied primers with the specified field-applied coatings.
- B. Preapplication Meeting: Convene a preapplication meeting 2 weeks before start of application of coating systems. Require attendance of parties directly affecting work of this section, including Contractor, Engineer, applicator, and manufacturer's representative. Review the following:
 1. Environmental requirements.
 2. Protection of surfaces not scheduled to be coated.
 3. Surface preparation.
 4. Application.
 5. Disinfection.
 6. Repair.
 7. Field quality control.
 8. Cleaning.
 9. Protection of coating systems.
 10. One-year inspection.
 11. Coordination with other work.
- C. Scheduling: Provide the paint submittals within 30 days of the Notice to Proceed.

1.5 SUBMITTALS

- A. Action Submittals/Informational Submittals
 1. Product Data: Submit manufacturer's product data for each coating, including generic description, complete technical data, surface preparation, storage requirements and application instructions.
 2. Color Samples: Submit manufacturer's color samples showing full range of standard colors.
 3. Submit manufacturer's certification that coatings comply with specified requirements and are suitable for intended application.
 4. Applicator's Quality Assurance: Submit list of a minimum of five completed projects of similar size and complexity to this Work. Include for each project:
 - a. Project name and location.
 - b. Name of owner.
 - c. Name of contractor.
 - d. Name of engineer.
 - e. Name of coating manufacturer.
 - f. Approximate area of coatings applied.
 - g. Date of completion.

B. Maintenance Material Submittals

1. Extra Stock Materials: Furnish one gallon of each coating and color used.

1.6 QUALITY ASSURANCE

A. Regulatory Agency Sustainability Approvals

B. Qualifications

1. Manufacturer
 - a. Specialize in manufacture of coatings with a minimum of 5 years of successful experience.
 - b. Demonstrate successful performance on comparable projects.
 - c. Single-Source Responsibility: Coatings and coating reducers shall be products of a single manufacturer.
2. Applicator
 - a. Experienced in application of specified coatings for a minimum of 5 years on projects of similar size and complexity to this Work.
 - b. Applicator's Personnel: Employ persons trained for application of specified coatings.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging. Paint material containers which do not display manufacturer's product identification will not be acceptable. Container labels to clearly identify:

1. Coating or material name.
2. Manufacturer.
3. Color name and number.
4. Batch or lot number.
5. Date of manufacture.
6. Mixing and thinning instructions.

B. Storage

1. Store materials in a clean dry area and within temperature range shown on the manufacturer's written instructions.
2. Keep containers sealed until ready for use.
3. Do not use materials beyond manufacturer's shelf life limits.

C. Handling: Protect materials during handling and application to prevent damage or contamination.

1.8 FIELD CONDITIONS

A. Weather

1. Air and Surface Temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with manufacturer's written instructions.
2. Surface Temperature: Minimum of 5 degrees F (3 degrees C) above dew point.

3. Relative Humidity: Prepare surfaces and apply and cure coatings within relative humidity range in accordance with manufacturer's instructions.
 4. Precipitation: Do not prepare surfaces or apply coatings in rain, snow, fog, or mist.
- B. Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with AWWA D102.
- C. Dust and Contaminants
1. Schedule coating work to avoid excessive dust and airborne contaminants.
 2. Protect work areas from excessive dust and airborne contaminants during coating application and curing.
 3. Protect all surfaces not to be coated.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Tnemec, Inc.
- B. Carboline Company
- C. Sherwin Williams, Protective & Marine Coatings

2.2 COATING SYSTEMS, GENERAL

- A. The number of coats specified is the minimum required. If additional coats are required to achieve the specified dry film thickness or to provide complete coverage, provide additional coats at no additional cost to the Owner.
- B. Material Compatibility: Provide block fillers, primers, and finish coat materials that are compatible with one another and with the substrates indicated under conditions of service and application as recommended by manufacturer, based on testing and field experience.
- C. Material Quality: Provide manufacturer's best quality paint material of the various coating types specified that are factory-formulated and recommended by manufacturer for application indicated.
- D. Colors: As selected by OWNER from manufacturer's full range, and as scheduled in Part 3.

2.3 COATING SYSTEMS FOR DUCTILE AND CAST IRON PIPE

- A. Ductile and Cast Iron Pipe - Interior Non-Submerged:
 1. Surface Preparation: NAPF 500-03-04 Abrasive Blast Cleaning for Ductile Iron Pipe and, if applicable, NAPF 500-03-05 Abrasive Blast Cleaning for Cast Ductile Iron Fittings
 2. Shop Primer:
 - a. Tnemec Series N69 Hi-Build Epoxoline II @ 3.0 - 5.0 mils
 - b. Carboline Carboguard 60 @ 3.0 - 5.0 DFT
 - c. Sherwin Williams Macropoxy 646 @ 3.0 - 5.0 DFT

3. Field Preparation: NAPF 500-03-04 Abrasive Blast Cleaning for Ductile Iron Pipe and, if applicable, NAPF 500-03-05 Abrasive Blast Cleaning for Cast Ductile Iron Fittings
 4. Field Touch-Up:
 - a. Tnemec Series N69 Hi-Build Epoxoline II @ 3.0 - 5.0 DFT
 - b. Carboline Carboguard 60 @ 3.0 - 5.0 DFT
 - c. Sherwin Williams Macropoxy 646 @ 3.0 – 5.0 DFT
 5. Finish:
 - a. Tnemec Series N69 Hi-Build Epoxoline II @ 4.0 - 6.0 DFT
 - b. Carboline Carboguard 60 SG @ 4.0 - 6.0 DFT
 - c. Sherwin Williams Macropoxy 646 @ 4.0 – 6.0 DFT
 6. Total DFT: 7.0 - 11.0 mils
- B. Ductile and Cast Iron Pipe –Submerged in Wastewater:
1. Field Preparation: NAPF 500-03-04 Abrasive Blast Cleaning for Ductile Iron Pipe and, if applicable, NAPF 500-03-05 Abrasive Blast Cleaning for Cast Ductile Iron Fittings
 2. Finish:
 - a. Tnemec G435 Perma-Glaze @ 25-30 DFT.
 - b. Carboline Plasite 4500S @ 25-30 DFT
 - c. Sherwin Williams Cor-Cote SC @25-30 DFT
 3. Total DFT: 25.0 – 30.0 mils
- C. Ductile and Cast Iron Pipe – Buried:
1. Field Preparation: NAPF 500-03-04 Abrasive Blast Cleaning for Ductile Iron Pipe and, if applicable, NAPF 500-03-05 Abrasive Blast Cleaning for Cast Ductile Iron Fittings
 2. Field Primer:
 - a. Tnemec 46H-413 Tneme-Tar @ 8.0 - 10.0 DFT
 - b. Carboline Bitumastic 300 M @ 8.0 - 10.0 DFT
 - c. Sherwin Williams Hi-Mil Sher-Tar Epoxy @ 8.0 – 10.0 DFT
 3. Finish:
 - a. Tnemec 46H-413 Tneme-Tar @ 8.0 - 10.0 DFT
 - b. Carboline Bitumastic 300 M @ 8.0 - 10.0 DFT
 - c. Sherwin Williams Hi-Mil Sher-Tar Epoxy @ 8.0 – 10.0 DFT
 4. Total DFT: 16.0 - 20.0 mils
- 2.4 COATING SYSTEMS FOR CONCRETE
- A. Concrete Surfaces Submerged or Intermittently Submerged in Wastewater:
1. Surface Preparation: ICRI, International Concrete Repair Institute Guideline No. 310.2 and SSPC-SP13
 2. Primer:
 - a. Tnemec Series 218 Mortar Clad
 - b. Carboline:Carboguard 510
 - c. Sherwin Williams: FT910
 3. Finish:
 - a. Tnemec Series G435 Perma-Glaze @ 40-60 mils DFT.
 - b. Carboline Plasite 4500S @ 40-60 mils DFT
 - c. Sherwin Williams Cor-Cote SC @40-60 DFT

4. Total DFT: 40-60 mils

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas where and conditions under which coating systems are to be applied. Notify Engineer of areas or conditions not acceptable. Do not begin surface preparation or application until unacceptable areas or conditions have been corrected.

3.2 PREPARATION

- A. Protection of In-place Conditions: Protect areas surrounding surfaces to be coated and surfaces not scheduled to be coated from damage during surface preparation and application of coatings.

- B. Surface Preparation: Prepare surfaces in accordance with this paragraph and the requirements listed in Part 2.

1. General

- a. Dislodge dirt, rust, plaster nibs, mortar spatter and other dry material by scraping or brushing. Remove dust and loose material by brushing, sweeping, vacuuming or blowing with compressed air.
- b. Remove oil, wax and grease by scraping off heavy deposits and cleaning with mineral spirits or a hot trisodium phosphate solution followed by a water rinse.
- c. Verify surfaces to be coated are dry, clean and free of dust, dirt, oil, wax, grease or other contaminants.

2. Non-Submerged Concrete, Masonry and Cement Stucco

- a. Allow new concrete and masonry to cure 28 days. Test for moisture in accordance with ASTM D 4263 and, if necessary, F 1869.
- b. Scrape and grind fins and protrusions flush with surface.
- c. Patch holes and cracks flush with surface.
- d. Rake mortar joints clean.

3. Plaster

- a. Remove nibs and other protrusions by scraping flush with surface.
- b. Patch voids and cracks with spackling compound to match texture or surface.

4. Gypsum Board

- a. Sand joint compound smooth and flush with surface using fine-grit sandpaper.
- b. Fill nicks, scratches, holes and uneven spots with spackling compound and sand flush with surface after dry.

5. Non-Ferrous Metal: SSPC-SP1 to remove all contaminants or detergent wash/rinse with "Add H2O" Hyperconcentrate.

6. Lightly abrade or whipblast submerged steel shop-primed with epoxy.

7. Galvanized Metal: Remove contaminants by SSPC-SP1 Solvent Cleaning. Detergent clean with Oakite 747LTS. Abrade all galvanized metal in accordance with SSPC-SP16 Brush-off Blast Cleaning of Nonferrous Metals

8. Wood

- a. Remove surface deposits of sap and pitch by scraping and cleaning with mineral spirits.

- b. Seal knots and pitch pockets with a product manufactured for this specific purpose.
 - c. Sand rough spots of smooth siding and finish woodwork.
 - d. After prime coat is dry, fill cracks and holes with a suitable wood filler or spackling compound and sand flush with surface when dry.
9. Concrete Floors and Submerged Concrete: Prepare in accordance with ICRI, International Concrete Repair Institute Guideline No. 03732 and SSPC-SP13 Surface Preparation of Concrete using the appropriate degree of preparation for the intended surface.
10. Cast-in-Place and Precast Concrete to Receive Epoxy Finishes: Prepare in accordance with ICRI, International Concrete Repair Institute Guideline No. 03732 and SSPC-SP13 Surface Preparation of Concrete using the appropriate degree of preparation for the intended surface

3.3 APPLICATION

- A. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels, unless specifically noted otherwise.
- B. Apply coatings in accordance with manufacturer's instructions.
 - 1. For porous masonry surfaces and concrete, apply first coat to completely fill voids and surface irregularities and to eliminate all pinholes.
 - 2. Allow each coat to dry thoroughly before recoating. Follow manufacturer's recommended recoat time.
- C. Mix and thin coatings, including multi-component materials, in accordance with manufacturer's instructions.
- D. Keep containers closed when not in use to avoid contamination.
- E. Do not use mixed coatings beyond pot life limits.
- F. Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.
- G. Uniformly apply coatings at spreading rate required to achieve specified DFT.
- H. Apply coatings to be free of film characteristics or defects that would adversely affect performance or appearance of coating systems.
- I. Stripe-paint with brush critical locations on steel such as welds, corners, and edges using specified primer.
- J. Immediately remove coatings that fall on surrounding areas and surfaces not scheduled to be coated.
- K. Protect surfaces of coating systems from damage during construction.

3.4 REPAIR

- A. Materials and Surfaces Not Scheduled to Be Coated: Repair or replace damaged materials and surfaces.
- B. Damaged Coatings: Touch up or repair damaged coatings. Touch-up of minor damage will be acceptable where result is not visibly different from adjacent surfaces. Recoat entire surface where touch-up result is visibly different, either in sheen, texture, or color.
- C. Coating Defects: Repair in accordance with manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.

3.5 CLEANING

- A. Remove temporary coverings and protection of surrounding areas and surfaces.
- B. Remove paint spatters from glass, plumbing fixtures, and adjoining surfaces.
- C. Remove debris from job site and leave storage areas clean.

3.6 SCHEDULES (See next page)

A. Pipe Color-Coding Schedule

Piping and Abbreviation	Piping Color	Lettering Color	Background Color
<u>POTABLE WATER</u>			
Potable water, hot	Dark Blue/ White band	Black	Light Green
Potable water, cold	Dark Blue	Black	Light Green
Hot water supply	Aluminum/ Blue bands	Black	Yellow
Hot water return	Aluminum/ double Blue bands	Black	Yellow
<u>PROCESS (FOR NON-STAINLESS STEEL PIPE)</u>			
BLW - Blended Water	Dark Blue	Blue	White
BWD – Backwash Drain	Brown		
CIPS – UF CIP Supply	Stencil process flow only	Red	White
CIPR – UF CIP Supply	Stencil process flow only	Red	White
DE – Decant	Light Brown / White Bands	Black	White
DGE – Degasifier Effluent	Dark Blue	Blue	White
DGI – Degasifier Influent	Blue	Blue	White
DR - Drain	Gray / Black Bands	Black	White
FTW – Filter to Waste	Light Brown	Black	White
FW – Finished Water	Dark Blue	Blue	White
GWS – Groundwater Supply	Light green	Green	White
MCR – Membrane Cleaning Return	Stencil process flow only	Red	White
MCS – Membrane Cleaning Supply	Stencil process flow only	Red	White
MPR – Membrane Permeate Return	Stencil process flow only	Red	White
MPF – Membrane Permeate Flush	Stencil process flow only	Blue	White
NFC – Nanofiltration Concentrate	Red	Red	White
NFD – Membrane Permeate Dump	Purple	Black	White
NFP – Nanofiltration Permeate	Blue	Blue	White
NPW – Non-Potable Water	Blue / Green Bands	Green	White
OFL – Overflow	Light Blue / White Bands	Black	White
PF BWS – Backwash Supply	Blue / Brown Bands	Blue	White
PFE – Pressure Filter Effluent	Light Blue	Blue	White
PFI – Pressure Filter Influent	Light green	Green	White
PTD – Pretreatment Dump	Light Blue / Brown Bands	Black	White
PW – Potable Water (Process Uses, PVC)	Stencil process flow only	Blue	White
PW – Potable Water (Mech, insulated)	Dark Blue	Blue	White
SAN – Sanitary	Dark Gray / Black Bands	Black	White
ST BWS – Backwash Supply	Blue / Brown Bands	Blue	White
SWS – Surface Water Supply	Light Green	Blue	White
UFF – Ultrafiltration Filtrate	Light Blue	Blue	White
UFI – Ultrafiltration Influent	Light Green	Blue	White
UF BWS – Backwash Supply	Blue / Brown Bands	Blue	White
Vent	Yellow	Blue	White

Piping and Abbreviation	Piping Color	Lettering Color	Background Color
CA – Citric Acid	Stencil process flow only	Red	White
CO – Coagulant (ACH)	Stencil process flow only	Black	White
CS – Caustic Soda (NaOH)	Stencil process flow only	Black	White
AS – Antiscalant (GW and SW)	Stencil process flow only	White	Black
HC – Sodium Hypochlorite (NaOCl)	Stencil process flow only	White	Orange
HF - Hydrofluosilicic Acid (H ₂ SiF ₆)	Stencil process flow only	Red	White
OP – Orthophosphate	Stencil process flow only	White	Black
PM – Sodium Permanganate (NaMnO ₄)	Stencil process flow only	White	Black
SB – Sodium Bisulfite (NaHSO ₃)	Stencil process flow only	Green	White
Sample lines	Stencil process flow only		
Cranes & Hoists	Safety Yellow		
<u>AIR PIPING</u>			
Compressed Air	Green / White Bands	White	Black
Natural Gas	Orange	White	Black

Notes: Provide 1-inch wide bands. Space double-bands 1 inch apart.
Label piping with abbreviation and full name.

END OF SECTION 099600

SECTION 260010 - BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Related and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SCOPE

- A. The work shall include the furnishing of systems, equipment and materials specified in this Division and as called for on the Drawings, to include: supervision, operations, methods and labor for the fabrication, installation, start-up and tests for the complete electrical installation.
- B. Drawings for the work are diagrammatic, intended to convey the scope of the work and to indicate the general arrangement and locations of the work. Because of the scale of the Drawings, certain basic items such as conduit fittings, access panels, sleeves, pull and junction boxes may not be shown. Where such items are required by Code or by other Sections, or where they are required for proper installation of the work, such items shall be included.
- C. Equipment Specification may not deal individually with minute items such as components, parts, controls and devices which may be required to produce the equipment performance specified or as required to meet the equipment warranties. Where such items are required, they shall be included by the supplier of the equipment, whether or not specifically called for.

1.3 ELECTRICAL REFERENCE SYMBOLS

- A. Symbols used on the floor plans are defined in the Electrical Symbols Schedule on the Drawings. Not necessarily will all symbols scheduled be required for the project.
- B. The symbols used for schematic or one line power and control wiring diagrams are American Standard Graphical Electrical Symbols and are published in American Standard Chart Z32.3.

1.4 PERMITS, INSPECTIONS AND CODES

- A. The Contractor shall secure and pay for all permits and inspections required by the governing authorities for the prosecution of the electrical work. All permits and certificates of inspection and approval signed by the controlling building department shall become the property of the Owner.

- B. All wiring shall be in compliance with the current edition of the National Electric Code, applicable State and City regulations and OSHA. In cases of conflict between Code and Specifications, the more restrictive requirements shall govern.

1.5 VISIT TO THE SITE

- A. The Electrical Contractor shall be required to visit the site of the work and familiarize himself with all such conditions affecting the work. The submission of his bid proposal shall presuppose his knowledge of all such conditions.

1.6 WORKMANSHIP

- A. Employ only experienced craftsmen under direct supervision of a full time competent foreman.
- B. Keep fully informed as to progress of work, so that work of this Division may be built into place in sufficient time to insure against delay to other trades, and to prevent misalignments or damage to electrical work.
- C. All work shall be completed in a neat and workmanlike manner as described and illustrated in the ANSI standards publication "*NECA 1-2000 Standard Practices for Good Workmanship in Electrical Contracting*".

1.7 COORDINATION, CONDUCT AND SCHEDULING OF WORK

- A. Drawings are diagrammatic, indicating general arrangement, approximate sizes, general locations of equipment and outlets. Verify dimensions in field; adjust to manufacturer's shop drawings. Do not scale drawings.
- B. Architectural and structural drawings supersede electrical drawings. Determine that work of this Division can be accommodated within spaces provided. Notify Construction Manager and/or Architect of any interferences before starting installation.
- C. Determine sizes, locations for chases, openings necessary for installation of electrical work; cooperate with other trades in setting of sleeves, inserts and hangers.
- D. Coordinate and schedule all proposed power or utility cutovers and shutdowns in advance with the Owner. Where required by the Owner, perform cutover work during non-business hours or on weekends. Existing services shall be removed only after cutover to new services.
- E. Coordinate this work with all trades, serving utilities and equipment suppliers. Arrange operation, submittal approvals and equipment delivery, so as not to delay installation or completion of any parts of interrelated work so that construction may proceed on schedule.
- F. Cooperate with Mechanical trades in preparing interference drawings for points where there is possible conflict between trades. Exact locations of pipes, ducts, conduit based on

field measurements with final arrangement to be determined by intra-trade agreements subject to Construction Manager's and/or Architect's review.

- G. Architect reserves the right to make reasonable changes in indicated locations without extra cost to the Owner.
- H. Drawings other than electrical drawings, and other sections of this Specification, may show or specify electrically operated equipment, wiring diagrams, etc. The Contractor shall examine all such drawings and specification sections and become familiar with the characteristics and required connections for all equipment.
- I. Conduits, wiring and equipment shall be arranged substantially as indicated. Any change resulting in a savings in labor or material shall be made only in accordance with a contract change order. Deviations shall be made only where necessary to avoid interferences and only after drawings showing the proposed deviations have been submitted to and approved by the Architect.

1.8 MATERIALS

- A. All equipment and devices shall be new and shall conform to NEMA and Underwriters' Laboratories Standards. Where Specifications describe, or plans show, materials or equipment of higher quality than required by code and local ruling, the Drawings and Specifications shall govern the quality of the material or equipment.
- B. Materials and equipment used as extensions to existing special systems shall be of matching electrical characteristics for satisfactory operation of the complete system and shall be of the same manufacture and design unless otherwise approved.
- C. The Contractor shall submit proof, if requested by the Architect, that the materials, appliances, equipment or devices that he furnishes and installs under this contract, meet the requirements of the Underwriters' Laboratories, Inc. and its publications will be referred to hereinafter by the abbreviation UL, with or without additional identifying symbols.
- D. The National Electrical Code (NEC) of the National Fire Protection Association, and Publications and Standards of the organizations listed below are referenced herein by the abbreviations noted in parentheses, with or without additional identifying symbols. Unless otherwise specified, all work shall be manufactured, tested and installed in accordance with such reference standards.
 - 1. American Society for Testing and Materials (ASTM)
 - 2. Underwriters' Laboratories, Inc. (UL)
 - 3. Insulated Power Cable Engineers Association (IPCEA)
 - 4. National Electrical Manufacturers Association (NEMA)
 - 5. Institute of Electrical and Electronic Engineers (IEEE)
 - 6. American National Standards Institute, Inc. (ANSI)
 - 7. National Fire Protection Association (NFPA)

1.9 GUARANTEE

- A. The Electrical Contractor shall guarantee for a period of one year that all work and equipment will remain free from all defects in workmanship and materials, and that it will comply with all the specific requirements of the Specifications and other Contract Documents governing the work.
- B. All work found to be defective will be replaced with new work meeting all the requirements of the Contract. The Electrical Contractor will bear all costs of supplying such new work, and installing and finishing same, and will assume all costs for replacing other work damaged by the removal and replacement of any of the work. The Electrical Contractor will bear all costs for freight, drayage and demurrage, and all labor in connection therewith.

1.10 SUBMITTALS

- A. This Contractor shall prepare or obtain from the manufacturer certified shop drawings for all equipment and material to be furnished as indicated in each of the individual Specification Sections.
- B. Submit hard copies of each submittal to the Architect for approval before proceeding with installation or construction. Refer to Division 1 specifications for further instructions. Electronic submittals are not acceptable.
- C. AutoCAD floor plans are available to Vendors and Contractors to assist in generation of shop drawings. A nominal fee will be charged to prepare the plans for transmission. Refer to Attachment "A" of this specification section for the required faxable "Electronic File Transfer Agreement" form.
- D. Prior to the signing of the contract, the successful bidder shall submit to the Architect a list of manufacturers of the major items of equipment he proposes to furnish and the names of any subcontractors he proposes to employ.

1.11 SUBSTITUTION

- A. Bidders desiring to make a substitution for the specified brand or method shall list such proposed substitution. In each case state the difference in price where substitution is offered. If there is no difference in price, so state.
- B. It shall be understood that the proposal submitted shall be based on the different branches of work and materials specified, and that the Owner is entitled to the use of the materials so specified. Substitution sheet shall be signed and dated by the Electrical Contractor and shall be formatted as follows:

Brand or make specified	Proposed Substitution	Add	Deduct
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1.12 NAMEPLATES AND LABELS

- A. The Electrical Contractor shall furnish and install a system of nameplates designed to identify each piece of equipment, control unit thereon, and major distribution points. The following color scheme shall be used as a guide:
 - 1. For switchboards, panelboards, control centers, panels, switches, and devices served by "normal" power, use black plastic laminated nameplates with white engraved letters. For equipment served by "emergency" power, use red plastic laminated nameplates with white engraved letters. Unless noted otherwise on the drawings, nameplates shall identify equipment name/designation.
 - 2. For fire alarm system cabinet and panels, use red laminated plastic nameplates with white engraved letters.
 - 3. Size of nameplates shall be made to readily differentiate between, and identify, equipment and usage. Nameplate identifying items that are transferred to emergency power shall carry a nameplate saying "EMERGENCY".
 - 4. Exposed feeder conduits shall be identified as to load fed and voltage (Normal or Emergency) with 1" high black stenciled letters and numerals; conduit shall be marked every 50 feet and at the supply end of the feeder. This shall include all "spare" conduits.
- B. A label reading "contains emergency circuits" shall be installed on all boxes and enclosures that contain emergency powered circuits to comply with NEC Article 700. Labels shall be installed on front covers of all pullboxes, junction boxes and control enclosures.
- C. Fasten nameplates to all enclosures by use of self-adhesive material.
- D. The Electrical Contractor shall furnish and install Arc Flash Warning labels in a clearly visible location on the front trim of all switchboards, panelboards (inside the hinged panel cover), industrial control panels, meter socket enclosures, and motor control centers to comply with NEC Article 110.

1.13 CLEANING AND PAINTING

- A. Touch up and repair any damaged factory finishes on equipment and materials furnished. Other painting will be done under the Painting Division of the Specifications.
- B. Remove any rust spots and prime with rust inhibitive paint any metal surfaces of electrical devices not provided with rust inhibitive coatings. Then apply one coat of paint in color as directed by Architect.
- C. Swab interiors of conduits clean and dry before pulling wire. Clean interiors of boxes and cabinets before installing trims and covers.

1.14 TESTS

- A. Systems shall be tested by the Electrical Contractor and placed in proper working order prior to demonstrating systems to Owner.

- B. After work is completed a load balance test shall be made by the Electrical Contractor to demonstrate that with full lighting and mechanical load the balance between phases is within 5%. Unbalance beyond this limit shall be corrected. Special care shall be taken during load balance adjustments to assure that reverse rotation of motors does not occur.
- C. System ground shall be tested to demonstrate that the ground resistance does not exceed the requirements of NEC.
- D. Perform such tests as required by authorities having jurisdiction over the site.
- E. Perform tests as described in all subsequent sections of the Electrical Specifications.

1.15 DEMONSTRATIONS

- A. Prior to acceptance of the work, the Contractor shall demonstrate to the Owner or his designated representative all features and functions of all systems and shall instruct the Owner in the proper operation of the systems. Each system shall be demonstrated once.
- B. The demonstrations shall consist of not less than the following:
 - 1. Point out the actual location of each component of a system and demonstrate its function and its relationship to other components within the system.
 - 2. Demonstrate the electrical systems by actual "start-stop" operation showing how to work controls, how to reset protective devices, how to replace fuses, and what to do in an emergency.
 - 3. Demonstrate communication, signal, alarm and detection systems by actual operation of the systems and show how to reset signal, alarm and detection devices.
- C. Systems to be demonstrated shall include but not be limited to the following:
 - 1. Service and Power Distribution Systems
 - 2. Lighting and Lighting Controls Systems
 - 3. Emergency Lighting Systems
 - 4. Motor and Equipment Control
 - 5. Alarm Detection and Signal Systems
 - 6. Communication Systems
 - 7. Standby Power System
- D. Contractor shall furnish the necessary trained personnel to perform the demonstrations and instruction, and shall arrange to have the manufacturer's representatives present to assist with the demonstrations.
- E. Contractor shall coordinate dates and times for performing all demonstrations with the Owner.

1.16 OPERATION AND MAINTENANCE MANUALS

- A. Electrical Contractor shall furnish to the Owner operation/maintenance manuals as described in the Division 1 Specifications.
- B. Manuals shall meet or exceed all Specification requirements and shall minimally include three (3) individually bound and indexed (thumb tabbed) manuals. Each manual shall provide operating instructions, maintenance manuals, spare parts listing, copies of warranties, wiring diagrams, inspection procedures and shop drawings on all equipment and systems.
- C. Unless otherwise directed by the Architect, each manual shall be bound in a heavy-duty, 3 inch, three-ring vinyl covered binder with pocket folders for drawings and folded sheet information. Each binder shall be identified on both the front and the spine.

1.17 AS-BUILT DRAWINGS

- A. As work progresses during the construction period, the Electrical Contractor shall record (on a dedicated set of bid drawings) any deviations from the design drawings. The completed record set of as-built drawings shall be delivered to the Architect prior to the Electrical Contractor's request for final payment.
- B. As-built documentation shall meet or exceed all Specification requirements.

1.18 PROJECT CLOSE-OUT

- A. The installing Contractor shall contact the Engineers' office upon completion of the installation to request final inspection. At that time the following documents shall be assembled and provided for review at the job site:
 - 1. Photocopies of all branch panel schedules.
 - 2. Photocopies of all signed electrical inspection permits.
 - 3. O & M Manuals (as described above).
 - 4. Photocopies of certified test results, as required by all specification sections.
 - 5. "As-Built" print set.
 - 6. Photocopy of Printout from Fire Alarm System listing device addresses and custom labels.

END OF SECTION 260010

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SECTION 260053 - GENERAL WIRING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Provide materials, equipment, labor and supervision necessary to install feeder, branch, control, and system circuits as required by the Drawings and this Section, to include:
 - 1. Conductors
 - 2. Conduit Fittings and Boxes
 - 3. Overcurrent Protection
 - 4. Panelboards
 - 5. Conduit Hangers and Supports
 - 6. Wiring Devices
 - 7. Motor and Equipment Connections

1.3 STANDARDS AND CODES

- A. Methods of fabrication and installation shall comply with the provisions of applicable articles in the NEC.
- B. Materials shall be UL and NEC approved for the application intended.

PART 2 - PRODUCTS

2.1 RELATED EQUIPMENT AND MATERIAL

- A. The equipment and material related to feeder and branch circuit systems as called for on the Drawings and specified in the electrical specifications.
- B. The materials used in the installation of general wiring shall be products of manufacturers regularly engaged in the manufacturing of the specified material. Where a manufacturer is named for a particular material, the material of other manufacturers will be accepted provided the material meets requirements of the Specification.

2.2 APPROVED WIRING SYSTEMS

- A. All raceways, conductors, and wiring systems furnished and installed under this project shall be restricted to that specifically described on the electrical construction drawings and/or in the electrical specifications.
- B. Unless specifically allowed in Specification Section 260111 or in the contract electrical drawings, the Electrical Contractor shall not install Type AC armored cable, Type FC flat cable, Type FCC flat conductor cable, Type MC metal-clad cable, Types NM / NMC / NMS nonmetallic sheathed cable, Types SE / USE service cable or Type UF underground feed cable.

PART 3 - INSTALLATION

3.1 GENERAL

- A. All wiring shall be furnished and installed complete from point of service connection to all receptacles, lighting fixtures, clocks, fans, power outlets and outlets for future extensions, etc., as indicated on the drawings. Ample slack wire shall be provided for motor loops, service connections, etc. Unless otherwise specified, all branch circuit conductors shall be # 12 AWG or larger. In outlet boxes for future installation of devices, ends of wires shall be taped and tagged for identification at both ends and outlets supplied with blank covers.
- B. All conductors not larger than #10 located in branch circuit panelboards, signal cabinets, signal control boards, switchboards and motor control centers shall be neatly and securely bundled. All conductors larger than #10 located in switchboards, motor control centers and pull boxes shall be neatly and securely cabled in individual circuits. Bundling and cabling shall be done with either (1) marlin twine or 3 ply lacing or (2) nylon straps made of self-extinguishing nylon having temperature range of 65°F to 350°F. Each strap shall be constructed with a locking hub or head on one end and a taper on the other. Arcproofing, where required on feeders shall be applied after cabling.
- C. Branch circuit conductors to internal wiring connections of an individual surface or recessed fluorescent lighting fixture housing or the first unit of a surface or recessed multiple unit fluorescent lighting fixture housing shall be Type XHHW or THHN.
- D. Branch circuit wiring within fixture wireways of multiple unit sections or surface, recessed or pendant type fluorescent lighting fixtures shall be minimum #12 AWG stranded XHHW or THHN.

3.2 FEEDER CIRCUITS

- A. A riser diagram, distribution diagram, and/or a general layout of feeder circuits are indicated on the Drawings. Where feeders are located on the drawings, the Contractor shall install

the feeders generally as indicated, but shall determine the exact location and routing of feeders to best fit the field conditions.

- B. In general, conductor sizes for feeder circuits are noted on the Drawings. Where conductor sizes for feeder circuits are not shown, the Contractor shall immediately notify the Engineer, who in-turn, will provide the missing information and further directives.
- C. Feeder conductors shall be routed continuous from origin to destination, without splicing, unless specifically noted otherwise on plans.
- D. Refer to Section 260120 for feeder conductor insulation, color coding, connectors, and support requirements.

3.3 BRANCH AND SYSTEM CIRCUITS

- A. A general layout of branch circuit wiring is indicated on the Drawings. Generally, receptacles and appliances shall be on separate circuits from lighting.
- B. Branch panel circuits are numbered to match NEMA pole numbering system; poles 1 and 2 - Phase A, poles 3 and 4 - Phase B, poles 5 and 6 - Phase C, etc.
- C. Where homerun circuit numbers are shown on drawings, such numbers shall be followed in connecting circuits to panelboards.
- D. Multi-wire branch circuits (as defined by NEC) are not permitted to be utilized. It is therefore required that a dedicated neutral conductor be installed for each single-phase branch circuit (as shown on plans). This installation requirement avoids NEC Article 210.4 necessity for multi-pole disconnecting means of multi-wire branch circuits. Multi-pole disconnecting means of individual single-pole branch circuits is not permitted.
- E. Where panelboard cabinets are recessed, conduits with sufficient capacity to carry the required number and size of future conductors for all spare branch circuit protective devices and spaces in the panelboard shall be stubbed out above accessible ceilings. In no case shall there be less than three 3/4" conduit stubbed out.
- F. Branch circuit conductor sizes shall minimally be #12 AWG. Where the length of a homerun, from panel to first outlet, exceeds 75 feet for a 120 volt circuit or 175 feet for a 277 volt circuit, the minimum conductor size shall be #10 AWG.
- G. In general, conductor sizes for larger branch circuits, such as motor and equipment branch circuits, are noted on Drawings. Where conductor sizes for such circuits are not noted, Contractor shall provide branch circuit conductors sized as follows:
 - 1. Conductors for individual motor branch circuits shall have ampere capacity of not less than 125% of the running current of the motors (Article 430.22, NEC).

2. Conductors for multiple motor branch circuits shall have ampere capacity of not less than 125% of the running current of the largest motor plus 100% of the running current for each additional motor connected to the circuit (Article 430.24, NEC).
 3. Conductors for individual or multiple equipment branch circuits shall have an ampere capacity of not less than 125% of the total connected ampere load served by the branch circuit.
- H. Where specific conductor sizes required by the Drawings are larger than the NEC requires, the larger sizes shall be installed.
- I. Cables shall not be bent, either permanently or temporarily during installation, to radii less than 10 times the outer diameters, except where shorter radii are approved for conditions making the specified radius impractical.
- J. No. 14 AWG wire and smaller shall be permitted only for systems control and alarm circuits.
- K. All wiring for the individual specified systems (fire alarm, telephone/data, intercom, paging, etc.) shall be as scheduled on the drawings and/or as described within the appropriate spec Sections.
- L. Refer to Section 260120 for conductor insulation, color coding, connectors, and support requirements.

END OF SECTION 260053

SECTION 260054 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Furnish materials, tools, labor and supervision necessary to cut and patch walls, floors, ceilings, etc as required for the installation of the electrical work.

1.3 DESCRIPTION

- A. This Section describes the cutting and patching required by the installation of the electrical work and for the removal of existing electrical devices and wiring.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Provide proper materials to properly cut and patch the construction.
- B. Provide firestopping to maintain wall and floor ratings, as described in subsequent specification section.

PART 3 - EXECUTION

- A. This Contractor shall provide all holes and channels required for concealed installation of electrical wiring and equipment.
- B. Holes and channels shall be cut as small as practical and in a manner satisfactory to the Architect.
- C. This Contractor shall patch and finish sand all holes and channels cut for the installation of electrical wiring and electrical equipment and shall patch all damage caused by the installation and/or removal of electrical wiring and equipment.
- D. Finishing (paint, wall covering, etc.) shall not be included under this Section unless indicated otherwise on the Drawings.

END OF SECTION 260054

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SECTION 260060 - EXCAVATING, TRENCHING, BACKFILLING AND RESTORATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Furnish materials, tools, labor and supervision necessary to provide all excavating, trenching and backfilling required for the proper installation of electrical equipment and wiring.
- B. Exact routing of trenching shall be determined by the Electrical Contractor and approved, in advance, by the Construction Manager and the Engineer.

PART 2 - EXECUTION

2.1 INSTALLATION

- A. The Electrical Contractor shall perform all excavating and trenching required for light pole bases, underground wiring, conduit and duct banks and shall backfill trenches and excavations after work has been inspected.
 - 1. Trenches shall be opened in straight lines and bottomed out at least 4" below conduits or ducts. Minimum depth as indicated shall be maintained between top of largest conduit or duct and finish grade.
 - 2. Care shall be taken in excavating that walls and footings and adjacent load bearing soils are not disturbed in any way, except where lines must cross under a wall footing. Where a line must pass under a footing, the crossing shall be made by the smallest possible trench to accommodate the duct or conduit.
 - 3. Excavations shall be kept free from water by pumping if necessary. No greater length of trench shall be left open, in advance of conduit laying or duct installation, than that which is authorized or directed by the Construction Manager and/or the Architect.
 - 4. Contractor shall cut any interfering trees, remove all stumps, rocks, etc. in the line of the excavation. Approval of the Architect must be obtained before any tree is removed.
 - 5. Any shrubbery in line of excavation shall be removed with a ball of dirt and replaced at completion of excavation.
 - 6. Roots shall be removed to a level of eighteen (18) inches below finished grades and deeper as required for duct runs, manholes, and light pole bases. No roots shall be allowed to remain under the work.
- B. The Electrical Contractor shall perform all backfilling associated with the above described excavation work.

1. Backfill about the structures shall be placed, when practical, as the work of construction progresses. Backfilling on or against concrete work shall be done only when directed.
2. Backfilling of duct lines shall progress as rapidly as the testing and acceptance of the finished sections of the work will permit and shall be carried to a crown approximately six (6) inches above the existing grades. In backfilling around duct lines, selected material shall be compacted firmly around and to a depth of not less than six (6) inches over the top of the duct. Rough grading shall be compacted thoroughly in layers and shall be brought up to within six (6) inches of finished grades. Fill and backfill shall be clean and free from vegetable matter, sticks, rocks and refuse.
3. Backfill under roadways, drives and parking areas shall be bank run gravel or approved granular material.
4. Backfill under building walls, and/or footers shall be concrete of the same strength as walls of footers.

END OF SECTION 260060

SECTION 260111 - CONDUIT SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Furnish materials, tools, labor and supervision necessary to fabricate and install complete conduit systems.
- B. Conduit systems shall be provided for all wiring, except where the Drawings or other specification sections indicate that wiring is permitted to be installed without conduit.

1.3 STANDARDS AND CODES

- A. Methods of fabrication and installation shall comply with the provisions of applicable Section NEC, Article 300.
- B. Materials shall be UL and NEC approved for the application intended.
- C. Materials shall meet or exceed ANSI and NEMA standards.

1.4 DESCRIPTION

- A. This Section describes the basic materials and methods of installation for circular cross section conduit systems. Other types of conduit or raceways when required shall be as specified in other Sections, or as called for on the Drawings.

1.5 QUALIFICATIONS

- A. The materials used in the fabrication of the conduit system shall be products of a manufacturer regularly engaged in the manufacturing of the specified material. Where a manufacturer is named for a particular material, the material of other manufacturers shall be acceptable provided the material meets requirements of the specification.

PART 2 - PRODUCTS

2.1 CONDUIT REQUIREMENTS

- A. Rigid Metallic Conduit (GRC)

1. Full weight, threaded, rigid steel conduit, galvanized inside and out by hot dip or electro galvanizing process with electrostatically applied baked coating.
 2. Use where installed in poured concrete walls, columns, floors or other concrete slabs and where specifically required by the drawings.
- B. Electrical Metallic Tubing (EMT)
1. Thinwall, electrically welded cold rolled steel conduit, galvanized inside and out by electro galvanized process and with baked clear elastic enamel coating.
 2. Use where installed concealed in walls, above finished ceilings, and where exposed in dry locations.
- C. Flexible Metallic Conduit
1. Formed of one continuous length of spirally wound electro galvanized steel strip.
 2. Use for final connections to mechanical equipment, transformers, and for wiring within casework and millwork. Aluminum flexible conduit may be used for connections from junction boxes to lighting fixtures.
- D. Liquid-tight Flexible Metallic Conduit
1. Formed of one continuous length of spirally wound steel strip, with water and oil tight neoprene jacket.
 2. Use for final connections to equipment listed in paragraph C above when located in wet or damp areas.
 3. Liquid-tight conduit shall not be used in environmental air plenums.
- E. Non-Metallic PVC Conduit
1. Heavy wall rigid, rated for 90° cable, composed of polyvinyl chloride and shall conform to NEMA Standards. Conduit, fittings, and pipe-joining materials shall be produced by the same manufacturer.
 2. PVC conduit shall be Schedule 40 or greater unless specifically indicated otherwise on the drawings.
 3. Use where permitted by NEC and local jurisdiction and where buried outside building, encased in concrete, or in/below floor slabs. PVC conduit shall not be used in environmental air plenums.
- F. Intermediate Metallic Conduit (IMC)
1. May be used as approved by the NEC for 2" and larger where rigid conduit is required or specified. IMC shall not be used for conduit buried in earth fill.
- G. Coated Rigid Metallic Conduit (CGRC)
1. Full weight, threaded, rigid steel, 40 mil PVC coated on outside, 2 mil urethane coated on inside conduit. Approved sources for this raceway are Robroy

"Plastibond-Red" or Ocal, Inc "Ocal-Blue". All associated raceway fittings, sweeps, etc., shall be coated. Field cut raceways shall be touched up with matching finish.

2. Use where installed exposed to outdoor conditions and where specifically required by the drawings.

H. Metal Clad Cable (NEC Type MC)

1. At the Contractor's option, Metal Clad cable assembly (NEC type MC) may be used only where permitted by national and local codes, and its use shall be further limited as follows:
 - a. For receptacle and equipment branch circuit wiring only where concealed in drywall partition walls or in casework. MC cable is not permitted to be installed above finished ceilings or exposed on walls.
 - b. MC Cable is not permitted for feeder circuits.
 - c. MC Cable is not permitted for emergency power circuits.
2. All MC Cable shall be UL listed for its use. Where MC Cable is installed in Healthcare Facilities (as defined by NEC), the cable assembly shall be rated for the application.
3. Conductors contained in MC Cable assembly shall comply with Specification 260120.

2.2 CONDUIT FITTINGS

- A. Rigid Conduit Fittings: Threaded, galvanized malleable iron or heavy steel, water and concrete tight.
- B. Metallic Tubing Fittings: Set screw type galvanized steel, concrete tight. Die cast type indentor type fittings will not be allowed.
- C. Flexible Metal Conduit Fittings: Squeeze or screw type galvanized malleable iron or steel with nylon insulated throats, or steel with set screws.
- D. Liquid-tight Flexible Metal Conduit: Galvanized malleable iron or steel, with watertight gaskets, "O" ring and retainer, and nylon insulated throats.
- E. Condulet Fittings: Exposed conduit fittings shall be condulet type for sharp turns, tees, etc. Condulet covers shall be gasketed where exposed to moisture.
- F. Threaded conduit terminations for weatherproof applications shall be made by use of Myers Hubs.

2.3 OUTLET BOXES

- A. Material, size and installation for outlet boxes shall comply with NEC Article 314.

- B. Boxes shall be Racco, Steel City, Appleton or equivalent, catalog numbers listed below are based on Racco, unless otherwise indicated. In general the type of boxes shall be as follows:
1. In stud walls: For single outlet use 4" square by 2-1/8" deep box No. 232 or 233. For ganged outlets use 4-1/2" high by 1-13/16" deep multiple gang boxes No. 951 through No. 958. Boxes to be provided with raised adapters of depth as required for thickness of wall materials.
 2. In masonry and poured concrete walls: For single outlets requiring two conduit connections in top and/or bottom of box use 4" square by 2-1/8" deep box No. 232 or 233 with raised square cut adapter. For ganged outlets use 3-3/4" high by 2-1/2" deep multiple gang masonry boxes No. 691 through No. 694 and No. 960 through No. 964.
 3. Surface mounted wall outlets: For single outlet use 2-1/8" deep handy box No. 674, for two outlets use 4" square by 2-1/8" deep box No. 232 or 233. For more than two ganged outlets use 3-3/4" by 2-1/2" deep multiple gang masonry boxes No. 692 through No. 694 and No. 960 through No. 964. Boxes to be provided with 1/2" raised cover as required for device.
 4. In suspended ceilings: Use 3-1/2" deep octagon box No. 280 or No. 281 with fixture studs and steel mounting bars.
 5. In poured concrete ceiling slabs: Use octagon concrete rings with back plates.
 6. Where outlet boxes are free standing on conduit stubs in kitchens, laundries, shops and other areas indicated, use Crouse-Hinds Type FS or FD malleable iron cadmium finish boxes with appropriate gasketed cover plate to suit device.
 7. Outlets installed outdoors or in wet locations: Use Crouse-Hinds Type FS or FD box with NEMA 3R coverplates listed for "raintight while in use" for receptacles. Covers for switches shall be Crouse Hinds No. DS185. Diecast "bell" type boxes are not acceptable.
 8. Floor outlets in above grade concrete slabs: Use concrete tight stamped steel galvanized box with fully adjustable top, Hubbell No. B-2527 for greater than 3" fill, No. B-2529 for 2" to 3" fill. Floor outlets in concrete slabs on grade: Use watertight cast iron box with fully adjustable top, Hubbell No. B-2536 for greater than 3" fill, No. B-2537 for 2" to 3" fill. Furnish for each outlet a No. S-2525 cover. Service fittings shall be as described on the Drawings. Furnish for each outlet in carpeted floor a No. S-3082 carpet flange.

2.4 PULL AND JUNCTION BOXES

- A. Construction, size and installation of pull and junction boxes shall comply with NEC, Article 314.
- B. Pull and junction boxes shall be fabricated of heavy gauge galvanized steel with screw covers, brass screws and hardware with enamel finish.
- C. Junction boxes shall be bonded to the equipment ground conductors contained within, whenever said conductors are "spliced" or "terminated" within the box, in full compliance with NEC Article 250.148.

- D. Pull and junction boxes for installation in poured concrete floors shall be flush type, cast iron, with watertight gasketed covers. Boxes for installation in floors with tile or carpet floor covering shall have recessed covers to accommodate the floor covering.
- E. Pull and junction boxes for above grade outdoor installations shall be rain-tight.
- F. Grade level junction boxes shall be manufactured by Synertech, Quazite, or CDR Systems Corporation with open flared bottom and cover. Logo on cover to read "ELECTRIC", etc. Enclosures and covers shall be concrete gray color and rated for no less than 5,000 pounds over a 10" x 10" area and be designed and tested to temperatures of -50 degrees F. Material compressive strength should be no less than 11,000 psi. Covers shall be secured with two pentahead stainless steel bolts. Bolts shall be retained in lid when unscrewed. Bolts shall be secured to replaceable threaded inserts with openings at base to allow debris to fall through and thereby avoiding clogged threaded inserts.

2.5 HANGERS AND SUPPORTS

- A. Provide conduit hanger and support devices of approved type for required methods of support to include: structural steel members, suspension rods, conduit clamps, concrete inserts, expansion shields, beam clamps and welding pins. All devices shall have galvanized finish or other approved corrosion resistive finish. In general, hangers and supports shall be as follows:
 - 1. Where a multiple run of conduit is routed on surface of structure, use conduit clamps mounted on Unistrut or equal channel so as to maintain clearance between conduit and structure.
 - 2. Where single run of conduit is suspended from overhead; use split ring conduit clamp suspended by steel drop rod.
 - 3. Where multiple parallel runs of conduit are suspended from overhead; use split ring conduit clamps uniformly spaced and supported on trapeze hangers fabricated of Unistrut Channels, suspended by not less than 1/2" continuously threaded steel drop rods.
 - 4. Where conduit is buried in concrete floor slabs; anchor conduit with conduit clamps, at 10'-0" (maximum) intervals.
 - 5. Any form of strap iron or wire hangers will not be accepted.
 - 6. Maximum hanger and support spacing shall be in accordance with NEC Sections 342.30 (IMC), 344.30 (GRC), and 358.30 (EMT). Regardless of listed spacing provide additional hangers or supports at not more than 2'-0" from each change of direction and at each side of any box or fitting.
- B. Hangers and supports shall be anchored to structure as follows:
 - 1. Hangers and supports anchored to poured concrete: Use malleable iron or steel concrete inserts attached to concrete forms.

2. Hangers or supports anchored to precast concrete: Use self-drilling expansion shields. Expansion shields may also be used where concrete inserts have been missed or additional support is required in poured concrete.
3. Hangers or supports anchored to structural steel: Use beam clamps and/or steel channels as required by structural system.
4. Hangers or supports anchored to metal deck: Use spring clips or approved welding pins. Maximum permissible load on each hanger shall not exceed 50 pounds.
5. The use of explosive force hammer actuated, booster assist or similar anchoring device will not be permitted without prior approval of the Architect.

PART 3 - EXECUTION

3.1 CONDUIT INSTALLATION

- A. In general, horizontal runs of conduit shall be installed in ceiling plenum. Conduit for convenience outlets, wall mounted fixtures and other wall outlets shall be routed overhead and concealed in wall to the outlet. Conduit shall not be installed in concrete floor slabs except where conditions will not permit the conduit to be routed overhead.
 1. Liquid-tight flexible metallic conduit, PVC conduit, and all other wiring methods containing non-metallic outer jackets shall not be installed in environmental air plenums.
- B. Generally, conduit shall be concealed, except in crawl spaces, tunnels, shafts, mechanical equipment rooms, and at connections to surface panels and free-standing equipment, and as otherwise noted on Drawings. Surface raceways shall not be installed on floor surfaces.
- C. Exposed conduit shall be routed in lines parallel to building construction lines. Exposed conduit locations shall be approved by the Architect prior to installation.
- D. No conduit shall be installed less than 6" from piping installed by other trades. Conduits shall be located to avoid ductwork, piping and other obstructions.
- E. Certain conduits are permitted to be embedded in structural concrete work. Contractor shall cooperate with other Contractors of their respective trades to affect the following:
 1. Reinforcing steel shall be securely anchored in place before installing conduit.
 2. No steel reinforcing shall be displaced from plan dimensions without approval of Architect.
 3. Conduit shall not be placed over top of reinforcing or under bottom of reinforcing, where crossing beams.
 4. Conduit and fittings shall not displace concrete in columns in excess of 4% of total cross-section area of column without approval of Architect.
 5. Conduit shall not be placed closer than 3 diameters on center.
 6. Maximum size of embedded conduit or pipe shall not exceed 1/3 thickness of structural slab; 2/3 thickness of topping slab.

- F. Minimum size conduit shall be 1/2" trade size. Where specific size is not called for on Drawings or in the specification, Contractor shall select size required from Chapter 9 of NEC. Where specific sizes required by Drawings or Specifications are larger than Code requires, the larger size shall be installed.
- G. Install the conduit system mechanically and electrically continuous from outlet to outlet and to cabinets, junction or pull boxes. Conduit shall enter and be secured to cabinets and boxes in such a manner that all parts of the system will have electrical continuity. Feeder raceways shall terminate in cabinets and pull boxes with double locknuts and insulating bushings.
- H. Where conduits cross building expansion joints, O-Z Gedney Company type "DX" conduit expansion fittings complete with bonding jumpers shall be used.
- I. Metal conduit buried in earth fill shall be protected with an approved corrosion resistant material.
- J. Conduits shall be capped during construction to prevent the entrance of foreign materials and moisture.
- K. Conduits installed on exteriors of buildings or other structures shall be arranged to drain (not trap water), and shall be rain-tight in wet locations.
- L. Liquid-tight flexible metal conduit and wiring methods containing non-metallic outer jacket shall not be installed in environmental air plenums.

3.2 OUTLET BOX INSTALLATION

- A. Outlet boxes shall be installed for fixtures, switches, receptacles and other devices.
- B. Approximate location of outlets are shown on the plans, but each outlet location shall be verified by the Contractor before installing the outlet box.
- C. Openings for electrical boxes in fire-rated walls that do not exceed 16 square inches in area are permitted in fire-rated construction provided that the aggregate area of such openings does not exceed 100 square inches for any 100 square feet of wall area.
- D. Where service utility boxes greater than 16 square inches exist in fire-rated wall construction, if the opening is not otherwise detailed to maintain the fire-rated integrity of the wall, provide firestopping wrap to the back side of each utility box.
- E. Outlet boxes on opposite sides of fire-rated walls shall be separated by a horizontal distance of not less than 24 inches.
- F. Outlet boxes on opposite sides of a common wall shall not be installed back-to-back. Outlet boxes on opposite sides of a common wall shall be separated 6" (minimum).

Where separation is less than 12", install sound absorption insulation material between boxes and seal any conduits between boxes with duct seal at both ends.

- G. Outlet boxes shall be installed plumb and square with wall face and with front of box or cover located within 1/8" of face of finish wall. Boxes in masonry shall be set with bottom of the box tight to the masonry unit.

3.3 PULL AND JUNCTION BOX INSTALLATION

- A. Install pull boxes and junction boxes where indicated on Drawings and where required to facilitate installation of the wiring.
- B. For concealed conduit, install boxes flush with ceiling or wall, with covers accessible and easily removable. Where flush boxes are installed in finished ceilings or walls, provide cover which shall exceed the box face dimensions by a sufficient amount to allow no gap between box and finished material.
- C. Boxes shall not be exposed in finished, occupied rooms, without prior approval of Architect.

3.4 HANGER AND SUPPORT INSTALLATION

- A. Hangers and supports shall be installed for all conduit and boxes.
- B. Conduit and boxes shall not be attached to or supported from mechanical pipes, plumbing pipes or sheet metal ducts.
- C. Conduits routed in lay-in grid ceiling plenum shall not be supported from the ceiling hanger iron or ceiling tees.

END OF SECTION 260111

SECTION 260120 - WIRE AND CABLE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Furnish material, tools, labor and supervision necessary to install wire and cable.

1.3 STANDARDS AND CODES

- A. Methods of installation shall comply with the provisions of applicable sections of NEC, Article 300.
- B. Materials shall be in accordance with NEC, Article 310 and shall be UL listed for application intended.

1.4 DESCRIPTION

- A. This section describes the basic materials and methods of installation for general wiring systems of 600 volts and less. Wiring for a higher voltage rating, if required, shall be as specified in other sections or as called for on the drawings.
- B. Minimum size conductors shall be No. 12 AWG for power and lighting. No. 14 AWG and smaller conductors shall only be used for signal and control.
- C. Refer to Specification Section 260053 for specific instructions with respect to sizing and installation of feeder and branch circuit conductors.

1.5 QUALIFICATIONS

- A. The material used for the wiring systems shall be the products of a manufacturer regularly engaged in the manufacturing of the specified material. Where a manufacturer is named for a particular material, the material of other manufacturers will be acceptable provided the material meets requirements of the Specifications.

PART 2 - PRODUCTS

2.1 WIRE AND CABLE

- A. Wire and cable for power, lighting, control and signal circuits shall have copper conductors of not less than 98% conductivity and shall be insulated to 600V. Conductors shall be stranded except where specifically noted otherwise.
- B. Wire and cable type for the various applications shall be as follows:
 - 1. Type THHN, THWN or XHHW (75°C): Use for branch circuits, panel and equipment feeders in wet and dry locations.
 - 2. Type THHN or XHHW (90°C): Use for branch circuits, panel and equipment feeders in dry locations only. Use where lighting branch circuit conductors are routed through fluorescent fixture channels.
 - 3. Type UF: Use where permitted by other Sections or by the drawings for underground direct burial branch circuits.
 - 4. Type AF or SF-2 silicone rubber with heat-resistant glass braid (rated minimum 150°C) shall be used for branch circuit conductors connecting to fixture conductors within the fixture housing or to a connection box attached to the fixture and subject to temperatures equal to the temperatures within the fixture housing.

2.2 APPROVED WIRING SYSTEMS

- A. All raceways, conductors, and wiring systems furnished and installed under this project shall be restricted to that specifically described on the electrical construction drawings and/or in the electrical specifications.

2.3 CONDUCTOR COLOR CODING AND IDENTIFICATION

- A. Wiring systems shall be color coded. Conductor insulation shall be factory colored in sizes up through No. 8 AWG. Conductors No. 6 AWG and larger shall have black insulation and shall be phase color coded with one half inch band of colored tape at all junctions and terminations. Colors shall be assigned to each conductor as described below and carried throughout all main and branch circuit distribution.

	208/120 Volt	480/277 Volt
1. Phase 'A' conductor	Black	Brown
2. Phase 'B' conductor	Red	Orange
3. Phase 'C' conductor	Blue	Yellow
4. Neutral conductor	White	Gray
5. Equipment grounding conductor	Green	Green
6. Isolated equipment grounding conductor	Green with Yellow Stripe	

- B. Where more than one nominal voltage system is present within a premise, the identification used for each phase, neutral, and ground conductor shall be permanently posted at each distribution panel and at each branch panel.
- C. Contractor shall take extraordinary care to ensure that phase and bus orientation in each and every panel is identical.

- D. Control wiring shall be color coded such that red is used exclusively for all 120 volt conductors and white for all neutral conductors. All control wiring to be identified at both ends with permanent wire markers.

2.4 CONNECTORS

- A. In-line splices and taps for conductors # 8 AWG and smaller shall be 600V rated with "live spring" and insulated rigid nylon wing style body, 3M "Ranger", Buchanan "B-Cap", or equal.
- B. In-line connectors for 600V copper conductors # 6 AWG thru # 3 AWG shall be ILSCO type "CT" circumferential compression sleeves or equal by T&B or Buchanan.
- C. In-line connectors for 600V copper conductors # 2 AWG and larger shall be extra long barrel dual-crimp ILSCO type "CTL" compression sleeves (or equal by T&B or Buchanan), with 3M Brand "PST" silicone cold shrink insulators.
- D. Taps for copper conductor 600V or less, sizes No. # 6 AWG and larger shall be ILSCO "AH" series or equal by T & B or Buchanan.
- E. Cable terminations to bus bars, switch studs and terminal blocks, shall be Buchanan "Cytolok" two-hole mechanical connectors, or two-hole long-barrel dual-crimp compression type ILSCO or approved equivalent compression termination.
- F. Insulate splices and taps to thickness of conductor insulation with half-lapped layers of 3M "Scotch" branch No. 33 vinyl electrical tape. Connectors having irregular surfaces; fill voids and smooth contours with 3M "Scotchfil" electrical putty prior to taping.

PART 3 - EXECUTION

3.1 PREPARATION

- A. For new construction, wiring shall not be installed in the conduit system until the building is enclosed and masonry work is completed.
- B. Conduit shall be swabbed free of moisture and debris prior to pulling in the conductors.

3.2 INSTALLATION

- A. All multi-wire branch circuits that feed more than one device or equipment mounted on, or wired from, a common yoke, shall be powered from a branch circuit overcurrent device that simultaneously disconnects all ungrounded supply conductors in full compliance with NEC Article 210.
- B. Feeder conductors shall be routed continuous from origin to destination, without splicing, unless specifically noted otherwise on the drawings.

- C. Power feeder conductors shall be pulled with the use of an approved pulling compound or powder.
- D. Conductor splices shall be made only in readily accessible junction boxes.
- E. Cable supports and boxes shall be installed in all vertical feeders required by Article 300.19 of the National Electrical Code. Cables shall be supported at the top of the vertical raceway plus an additional support for each interval of spacing as specified in table 300.19 (A) of the NEC. For cables without a metallic sheath, the cable support shall be of the split wedge type which clamps each individual conductor firmly and tightens due to weight of cables.
- F. Conductors installed in raceways that are installed outdoors and exposed to direct sunlight shall have 30 degree Fahrenheit added to the outdoor ambient temperature used to calculate the conductor derating factor in compliance with NEC Article 310.10.

END OF SECTION 260120

SECTION 260450 - GROUNDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Provide material, equipment, labor and supervision as required for the complete installation of a grounding system.

1.3 CODES AND STANDARDS

- A. Except where otherwise required, the following codes shall govern:
 - 1. NEC, Article 250
 - 2. NFPA 101
 - 3. UL Listed

PART 2 - PRODUCTS

2.1 GENERAL

- A. Ground grid conductors installed below slab on grade shall be bare stranded copper.
- B. All other grounding conductors shall be copper with Type TW, THW or THWN green insulation.
- C. Ground rods shall be "Copperweld" as manufactured by Joslyn and shall be of the sizes indicated on the drawings.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Metallic conduit system shall be electrically continuous throughout.
- B. All motors and metal frames of all electrical equipment shall be grounded.
- C. System neutral conductor shall be identified throughout the building.
- D. All cord connected electrical equipment frames shall be grounded to the conduit system through a grounding conductor in the cord.

- E. Each feeder and branch circuit associated with a two-pole or three-pole protective device shall be provided with a separate green insulated equipment grounding conductor. The required equipment grounding conductor shall be sized as shown on the drawings and shall not be smaller than shown in N.E.C. Table 250.122 and shall be installed in a common conduit with the related phase and/or neutral conductors. In the case of parallel feeders, each raceway shall have a full size green insulated equipment ground conductor.
- F. Single phase branch circuits required for 120 volt and 277 volt lighting, receptacles, and motors shall consist of phase, neutral and grounding conductors installed in a common metallic conduit.
 - 1. Flexible metallic conduit equipment connections utilized in conjunction with the above single-phase branch circuits shall be provided with suitable green insulated equipment grounding conductors connected to approved grounding terminals at each end of the flexible conduit.
 - 2. Single phase branch circuits installed in non-metallic conduits shall be provided with a separate green insulated grounding conductor as hereinbefore specified.
- G. Furnish and install driven ground rods and grounding conductors as indicated on the Drawings.
- H. All concealed ground grid and ground rod connections shall be welded with "Cadweld" (or equal by "Thermoweld") fittings. Connections to electrical distribution equipment busses shall be made by use compression type lugs.
- I. Furnish and install all required grounding conductors and fittings as delineated in National Electric Code Article 250.

END OF SECTION 260450

SECTION 400523 - VALVES, GATES, AND ACCESSORIES

PART 1 - GENERAL

1.1 REFERENCE

- A. All applicable requirements of other portions of the Contract Documents apply to the Work of this Section including, but not limited to, Division 01, General Requirements.

1.2 DESCRIPTION OF WORK

- A. Scope: Contractor shall furnish all labor, materials, equipment, and incidentals required to provide all valves, appurtenances, and accessories as shown and specified. The work includes but is not limited to valves that may be buried, exposed, or submerged.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Valves associated with plumbing, interior potable water systems and heating normally installed by a mechanical contractor.

1.4 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: All equipment of the same general type shall be of the same Manufacturer and shall be a standard product in current production.
- B. The equipment Manufacturer shall have been engaged in the manufacture of the equipment being supplied for the past 5 years.
- C. All equipment shall be rated for the specified test pressure of the piping where it is connected.

1.5 SUBMITTALS

- A. Provide technical submittals in accordance with Division 01 Section "Submittal Procedures", demonstrating that all equipment provided conforms completely to the requirements of this Section.
- B. Product Data
 - 1. Catalog cut sheets and description of all items.
 - 2. Specific location of each item in the Project.
 - 3. Construction materials.
 - 4. Electric and control data.
- C. Shop Drawings
 - 1. Detailed dimensional drawings indicating overall dimensions and required clearances of each size item with actuators mounted.
 - 2. Orientation of actuator.
 - 3. Elevations, weights, and sizes of all gates.

4. Cross-section drawings labeling all interior parts, including bearings, seals, and other mechanical parts.
5. Diagrams indicating lubrication compartments.
6. Anchoring and mounting details.

- D. Operation and Maintenance Manuals: Provide Operation and Maintenance Manuals in accordance with Division 01 Section "Closeout Procedures".

1.6 HANDLING, DELIVERY, AND STORAGE

- A. All materials and equipment shall be inspected by Contractor upon delivery to the Site. Contractor shall notify Engineer if any loss or damage exists. Contractor shall replace loss or repair damage to new condition in accordance with the Manufacturer's instructions.
- B. Handling and storage instructions shall accompany all materials and equipment delivered to the site. Store all equipment and materials in accordance with the manufacturer's instructions. Store equipment and materials in a covered environment, off the ground, and to permit easy access for identification and inspection.

1.7 REFERENCED STANDARDS

- A. American National Standards Institute (ANSI).
- B. American Society of Mechanical Engineers (ASME).
- C. American Society of Testing and Materials (ASTM).
- D. American Water Works Association (AWWA).

PART 2 - PRODUCTS

2.1 GENERAL

- A. All valves shall have the manufacturer's name and working pressure cast in raised letters on valve body.
- B. Provide all valves to turn clockwise to close, unless otherwise shown or specified. Valves shall include permanent markings for direction to open.
- C. Connections: Flanged or mechanical joints as indicated on the Drawings. If not indicated use flanged for exposed valves and mechanical joint for buried valves. Protect wetted parts from galvanic corrosion due to contact of dissimilar metals.
 1. Flanged: ANSI B16.1, Class 125
 2. Mechanical joint: AWWA C111
- D. Bolts and Studs
 1. Exposed: ASTM A307 Grade B or ASTM A354
 2. Submerged or buried: Stainless steel

3. Head: Hexagon for flanged, T-head for mechanical joint.
- E. Gaskets: Material, size, and installation shall conform to manufacturer's recommendations.
- F. Valve Tags: Provide brass, stainless steel, or plastic valve tags on each valve after valve is installed, with the following information clearly labeled and engraved:
 1. Valve number
 2. Manufacturer and size
 3. Direction to open
 4. Pressure rating
 5. Function

2.2 VALVES

A. PLUG VALVES

1. Plug Valves shall comply with AWWA C517, "Standard for Resilient Seated Cast-Iron Eccentric Plug Valves".
2. Valve Construction
 - a. Non-lubricated eccentric plug type with resilient plug faces and stainless steel or nickel alloy seat.
 - b. Body Material: Cast iron, ASTM A126, Class B
 - c. Plug Material: Ductile iron, ASTM A536, Grade 65-45-12.
 - d. Bushing Material: 316 stainless steel backed TFE, Teflon-lined fiberglass or stainless steel, permanently lubricated upper and lower units.
 - e. Stem Seals: Chevron style nitrile, Adjustable vee; or dual O-ring Buna-N.
 - f. Plug Facing: Buna-A, Nitrile, Neoprene, EPDM, or Hycar.
3. Manual Operators: Provide enclosed worm gear actuators on all chain-wheel and hand-wheel operated valves.
 - a. Provide position indicator.
4. Provide 100% port openings.
5. Manufacturer: Henry Pratt Company or DeZURIK.

B. AWWA RESILIENT WEDGE GATE VALVE

1. General
 - a. AWWA C509.
 - b. Ductile iron body.
 - c. Direction of Opening: Counter-clockwise.
 - d. Seals: O-ring in lieu of stuffing box.
 - e. Stem: Bronze ASTM B138 alloy, non-rising.
 - f. Gate: Rubber encapsulated ductile iron.
 - 1) No exposed metal seams, edges, screws, etc. shall be in the waterway in the closed position.
 - g. Ends: Inlet-Class 125 ASA Standard flange; outlet-mechanical joints conforming to AWWA C111.
 - h. Operating Nut: 2 inch AWWA Standard.
 - i. Valve boxes, cast iron, depth as required for all buried valves.

- j. Finish: Interior and exterior fusion bonded epoxy coated, minimum thickness of 8 mils
 - k. Valves shall pass a seat test at a pressure of 250 psi without leakage. Valve shell shall pass a shell test with valve in open position at a pressure of 400 psi without leakage through metal, flanged joints, or stem seals.
2. Manufacturer: Mueller or American-Darling.

2.3 ACCESSORIES

A. Valve Appurtenances

- 1. Valve Extension Stems, Stem Guides, Wrenches and Keys
 - a. Extension Stem: Size at least as large as stem of operated valve.
 - b. Intermediate Stem Guide(s): Install for extensions more than 8 feet long or as shown on the Drawings.
 - c. Stem brackets and guides
 - 1) Cast iron having fully adjustable bronze bushed guide block.
 - d. Operating nuts
 - 1) Provide 2-inch square nut with each extension stem.
 - 2) Locate in floor box or grating recess as required.
 - e. Number: Provide operating key or wrench of suitable length and size for each valve that is not readily accessible to direct operation.

B. Valve Boxes

- 1. Location: Provide for all buried valves
- 2. Construction
 - a. Heavy pattern cast iron box.
 - b. Type: Two-piece adjustable telescoping.
 - c. Inside Diameter: 5- 1/4 inch minimum.
 - d. Extension stem and operating nut.
 - e. Cover: Heavy duty cast iron. Clearly and permanently mark "SEWER" to suit application.
 - f. Direction to Open Arrow: Cast in cover.
 - g. Manufacturer: Bingham & Taylor (Model 4905, Size 22).

PART 3 - EXECUTION

3.1 VALVES, GATES, AND ACCESSORIES: INSTALLATION

A. General

- 1. Install in accordance with Manufacturer's recommendations.
- 2. Install valves for convenient operation of hand-wheels or wrenches from the operating floor without interfering with access as acceptable to the Engineer or Owner.
- 3. Orientation of Valves
 - a. Install valves plumb and level unless otherwise approved or shown.
 - b. Install valves free from distortion and strain caused by misaligned piping, equipment, or other causes.

B. Valves

1. Install where shown on the Drawings.
2. Install under pressure in strict accordance with Manufacturer's recommendations.
3. Satisfactorily test under 150 psi pressure prior to cutting operations. If leaks appear, make repairs and re-test.

C. Valve Appurtenances

1. Valve Boxes
 - a. Install plumb with the bodies centered directly over the valves and flush with the finished grade.
 - b. Carefully tamp earth fill around each box to a distance of 4 feet on all sides.
 - c. Tamp earth fill to the undisturbed trench face, if less than 4 feet.

3.2 WORK AFFECTING EXISTING PIPING

A. Location of Existing Piping

1. Locations of existing piping shown shall be considered approximate.
2. Contractor is responsible for determining exact location of existing piping to which he must make connections, may disturb during earth moving operations, or may affect in any way by his work.

B. Removing Existing Pipelines from Service

1. Pipelines shall not be removed from service unless approved by the Engineer or Owner.
2. Notify the Engineer and Owner at least 48 hours prior to taking pipeline out of service.

C. Work on Existing Pipelines

1. Cut piping as shown or required using machines designed specifically for this work.
2. Install temporary plugs to keep out all mud, dirt, water, and debris.

END OF SECTION 400523

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Prosecutor's Approval Page

Resolution No.

A resolution to approve the contract award for the Tussing Road Water Reclamation Facility Junction Chamber Project; ARP fiscal recovery fund, #2876

(Fairfield County Utilities Department)

Approved as to form on 4/19/2024 9:22:12 AM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2024-04.23.bb

A Resolution to Approve the Contract Award for the Tussing Road Water Reclamation Facility Junction Chamber Project; ARP Fiscal Recovery Fund #2876

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; Fund # 5823, Utility Road Improvement Bond.

WHEREAS, additional appropriations are needed in the major expenditure object category for 5823, Interest; and

WHEREAS, appropriating from unappropriated will allow proper accounting in the major expenditure object category.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$271; 12582300, Utility Road Improvement Bond

Prepared by: Curtis W. Witham
cc: Utilities

**Appropriate from Unappropriated
For Auditor's Office Use Only:**

\$271

5823; 12582300; 600030; Interest

Signature Page

Resolution No. 2024-04.23.cc

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Utilities; Fund #5823, Utility Road Improvement Bond

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A Resolution Authorizing a Fund-to-Fund Transfer for Utilities
Department**

WHEREAS, the Sewer Fund is responsible for payments of debt service; and

WHEREAS, it is necessary to transfer the cash to meet obligations.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

Section 1. That the transfer of funds in the amount of \$1,026,500 is hereby authorized as follows:

From: 5044; 12504429; Transfers Out; \$1,026,500
To: 5469; 12546933; Transfers In; \$271,500
5533; 12553333; Transfers In; \$86,000
5554; 12555433; Transfers In; \$405,000
5776; 12577626; Transfers In; \$76,500
5817; 12581700; Transfers In; \$115,000
5823; 12582300; Transfers In; \$72,500

Prepared by: Curtis W. Witham
cc: Utilities

**Fund-to-Fund Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$1,026,500

From: 12504429, 700000, Transfers; \$271,500
To: 12546933, 439100, Interfund Transfers In; \$271,500

From: 12504429, 700000, Transfers; \$86,000
To: 12553333, 439100, Interfund Transfers In; \$86,000

From: 12504429, 700000, Transfers; \$405,000
To: 12555433, 439100, Interfund Transfers In; \$405,000

From: 12504429, 700000, Transfers; \$76,500
To: 12577626, 439100, Interfund Transfers In; \$76,500

From: 12504429, 700000, Transfers; \$115,000
To: 12581700, 439100, Interfund Transfers In; \$115,000

From: 12504429, 700000, Transfers; \$72,500
To: 12582300, 439100, Interfund Transfers In; \$72,500

Signature Page

Resolution No. 2024-04.23.dd

A Resolution Authorizing a Fund-to-Fund Transfer for Utilities Department
(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A Resolution Authorizing a Fund-to-Fund Transfer for Utilities
Department**

WHEREAS, the Water Fund is responsible for payments of debt service; and

WHEREAS, it is necessary to transfer the cash to meet obligations.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

Section 1. That the transfer of funds in the amount of \$50,722 is hereby authorized as follows:

From: 5841; 12584123; Transfers Out; \$50,722

To: 5846; 12584600; Transfers In; \$50,722

Prepared by: Curtis W. Witham
cc: Utilities

**Fund-to-Fund Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$50,722

From: 12584123, 700000, Transfers; \$50,722

To: 12584600, 439100, Interfund Transfers In; \$50,722

Signature Page

Resolution No. 2024-04.23.ee

A Resolution Authorizing a Fund-to-Fund Transfer for Utilities Department
(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2024-04.23.ff

**A Resolution Authorizing a Fund-to-Fund Transfer for Utilities
Department**

WHEREAS, the Sewer Fund is responsible for payments of debt service; and

WHEREAS, it is necessary to transfer the cash to meet obligations.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

Section 1. That the transfer of funds in the amount of \$117,803 is hereby authorized as follows:

From: 5842; 12584229; Transfers Out; \$117,803

To: 5847; 12584700; Transfers In; \$117,803

Prepared by: Curtis W. Witham
cc: Utilities

**Fund-to-Fund Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$117,803

From: 12584229, 700000, Transfers; \$117,803

To: 12584700, 439100, Interfund Transfers In; \$117,803

Signature Page

Resolution No. 2024-04.23.ff

A Resolution Authorizing a Fund-to-Fund Transfer for Utilities Department
(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A Resolution Authorizing a Fund-to-Fund Transfer for Utilities
Department**

WHEREAS, the Water Fund is responsible for payments of debt service; and

WHEREAS, it is necessary to transfer the cash to meet obligations.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

Section 1. That the transfer of funds in the amount of \$696,500 is hereby authorized as follows:

From: 5046; 12504623; Transfers Out; \$696,500
To: 5470; 12547026; Transfers In; \$271,500
5534; 12553426; Transfers In; \$223,000
5776; 12577626; Transfers In; \$76,500
5818; 12581800; Transfers In; \$53,000
5823; 12582300; Transfers In; \$72,500

Prepared by: Curtis W. Witham

cc: Utilities

**Fund-to-Fund Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$696,500

From: 12504623, 700000, Transfers; \$271,500
To: 12547026, 439100, Interfund Transfers In; \$271,500

From: 12504623, 700000, Transfers; \$223,000
To: 12553426, 439100, Interfund Transfers In; \$223,000

From: 12504623, 700000, Transfers; \$76,500
To: 12577626, 439100, Interfund Transfers In; \$76,500

From: 12504623, 700000, Transfers; \$53,000
To: 12581800, 439100, Interfund Transfers In; \$53,000

From: 12504623, 700000, Transfers; \$72,500
To: 12582300, 439100, Interfund Transfers In; \$72,500

Signature Page

Resolution No. 2024-04.23.gg

A Resolution Authorizing a Fund-to-Fund Transfer for Utilities Department
(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve the contract award for the Valley Force Main Project; ARP fiscal recovery fund, #2876

WHEREAS, the Board of County Commissioners authorized use of the American Rescue Plan fiscal recovery funds for the construction of the Valley Force Main Project with resolution 2024-04.09.e;

WHEREAS, the Fairfield County Utilities Department received competitive bids for the Valley Force Main Project on March 07, 2024;

WHEREAS, the low bidder was Law General Contracting INC., with a bid price of \$1,892,925.85 which was Less than the Engineer's estimate of \$2,590,656.00;

WHEREAS, the Director of Utilities has reviewed the bids and recommends award of the Valley Force Main Project to Law General Contracting INC.;

WHEREAS, Assistant Prosecuting Attorney, Amy Brown-Thompson, has approved the agreement as to form;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO, THAT:

Section 1. That the Board of Fairfield County Commissioners concurs with the recommendations of the Director of Fairfield County Utilities and authorizes itself to execute Contract Documents with Law General Contracting INC., to perform the work necessary to construct the Valley Force Main Project for the sum of \$1,892,925.85.

Section 2. That the Director of Fairfield County Utilities is directed to manage and administer the Contract and sign all appropriate documents up to the approved Contract Amount in an expeditious manner.

Prepared by: Joshua TC Anders
cc: Utilities Department

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24004048 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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COUNTY COMMISSIONERS
210 E MAIN ST 3RD FLOOR
LANCASTER, OH 43130

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LAW GENERAL CONTRACTING INC
9128 MT VERNON ROAD
ST LOUISVILLE, OH 43071

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COUNTY COMMISSIONERS
210 E MAIN ST 3RD FLOOR
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
		4404		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
04/11/2024	12841			COMMISSIONERS ADMIN
NOTES				

PO Requisitioner Name : Staci Knisley

E mail Address : staci.knisley@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Valley Force Main GL Account: 12287600 - 573725 - R52c	1.0	EACH	\$1,892,925.85	\$1,892,925.85
GL SUMMARY					
	12287600 - 573725 - R52c			\$1,892,925.85	

Invoice Date ___/___/___ Invoice Amount \$ _____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$1,892,925.85 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 04/11/2024

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total \$1,892,925.85

For Department Use ONLY



Fairfield County Utilities
6670 Lockville Road NW
Carroll, Ohio 43112

Fairfield County Utilities Valley Force Main Improvements

Project Manual

Bidding Requirements
Contract Documents
Technical Specifications

Prepared by:



8415 Pulsar Place, Suite 300
Columbus, Ohio 43240
614-839-0250

June 2022
PRIME AE Project #20471

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-- END OF PROJECT TABLE OF CONTENTS --

SECTION 000101 - PROJECT TITLE PAGE

Title and Location of Work: Valley Force Main Improvements

1550 Hill Road N
Pickerington, Ohio 43147

Name and Address of Owner: Fairfield County Utilities
6670 Lockville Road NW
Carroll, Ohio 43112

Owner Contact: Tony Vogel, PE
Director of Utilities
tony.vogel@fairfieldcountyohio.gov

Engineer (Construction Services): Brian Kiess, PE
Project Manager
PRIME AE Group, Inc.
brian.kiess@primeeng.com

Design Engineering Services: PRIME AE Group, Inc.
8415 Pulsar Place, Suite 300
Columbus, OH 43240
614-839-0250

END OF SECTION 000101

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ADVERTISEMENT FOR BIDS

**FAIRFIELD COUNTY UTILITIES
FAIRFIELD COUNTY, OHIO
VALLEY FORCE MAIN IMPROVEMENTS**

General Notice

Fairfield County Utilities (Owner) is requesting Bids for the construction of the following Project:

VALLEY FORCE MAIN IMPROVEMENTS
Project Location: 1550 Hill Road N, Pickerington, Ohio 43147

Bids for the construction of the Project will be received at the Fairfield County Utilities Building located at 6670 Lockville Rd NW, Carroll, Ohio 43112, until **March 07, 2024 at 10:30** AM local time. At that time the Bids received will be publicly opened and read.

The Engineer's opinion of probable construction cost is \$2,590,656.00 as of January 2024.

The Project includes the following Work: Construction of a new 6,300 lineal foot 14-inch diameter sanitary force main beginning at the Valley Lift Station and ending at the Tussing Road Water Reclamation Facility (WRF) property. Horizontal directional drilling (HDD) construction methods will be utilized for all roadway crossings and two stream crossings (see Drawings). An existing 8-inch and 10-inch diameter force main (not in service) will be removed during some portions of the open cut alignment. Other improvements at the Valley Lift Station site include new 14-inch diameter force main piping, new 8-inch diameter headers that extend out of the valve vault, two camlock connections, six gate valves and boxes, a new meter vault, and connecting the new 14-inch force main to the existing 12-inch force main in service. The new meter vault will be a 6-foot by 8-foot precast concrete structure approximately 3 feet above grade and will include a sump pump and safety features. Power at the main control panel will be rerouted to the new meter vault to supply power to the flow meter and sump pump. The existing meter vault at the lift station site will be demolished. Bypass pumping will be required during part of the project.

Bids are requested for the following Contract: General Contract (all trades)

Obtaining the Bidding Documents

Information and Bidding Documents for the Project are available on the Fairfield County Utilities website at:

<https://www.co.fairfield.oh.us/util/>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Pre-bid Conference

A pre-bid conference for the Project will be held on February 15, 2024 at 10:00 AM at the Fairfield County Government Services Center located at 10955 Tussing Road, Pickerington, Ohio 43147. Attendance at the pre-bid conference is encouraged but not required. The pre-bid conference will follow a scheduled site visit for bidders, which is also encouraged but not required.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: Fairfield County Utilities
By: Tony Vogel, PE
Title: Director of Utilities
Date: February 1, 2024

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement for Bids. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Deleted.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version 10 or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot

and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are available in native file format include:
 - a. Project Manual.
 - b. Construction Plans.
 - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 Deleted.

3.02 Deleted.

3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the State of Ohio, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder's state or other contractor license number, if applicable.
- D. Subcontractor and Supplier qualification information.

- E. Other required information regarding qualifications.
- 3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 Deleted.
- 4.02 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement for Bids. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.03 Deleted.
- 4.04 Information presented at the pre-bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 5.01 *Site and Other Areas*
 - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.02 *Existing Site Conditions*
 - A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*
 - 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports, if any, of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings. If any, known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings, if any, known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- 5.03 *Other Site-related Documents*
- A. No other Site-related documents are available.
- 5.04 *Site Visit and Testing by Bidders*
- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. A Site visit is scheduled immediately before the pre-bid conference. Attending the scheduled Site visit is encouraged, but not required.
- C. The scheduled Site visit will be on **designate, date, at 10:00 AM local time and located at the Project Location defined in the Advertisement for Bids**. Maps to the Site will be made available upon request.
- D. Bidders visiting the Site are required to arrange their own transportation to the Site.
- E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner contact for visiting the Site: Josh Anders, josh.anders@fairfieldcountyohio.gov. Bidder must conduct the Site visit during normal working hours. Bidder must conduct the Site visit with a date no sooner than seven (7) days before bid opening.
- F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established

by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information for Engineer contact and submittal procedures for such questions are as follows:

Brian Kiess, PE
Project Manager
PRIME AE Group, Inc.
brian.kiess@primeeg.com

- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Deleted.
- 9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 Deleted.
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and

equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.

- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers within five days after Bid opening.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Deleted.*

13.02 *Deleted.*

13.03 *Deleted.*

13.04 *Deleted.*

13.05 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.06 *Deleted.*

13.07 *Deleted.*

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid must be addressed to the location designated in the Advertisement for Bids.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted

prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 16.02 Deleted.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for

those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

- 21.01 Owner is exempt from Ohio state sales and use taxes on materials and equipment to be incorporated in the Work (Exemption No. 31-6400066). Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 22—CONTRACTS TO BE ASSIGNED

- 22.01 Deleted.

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Fairfield County Utilities, 6670 Lockville Road NW, Carroll, Ohio 43112.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors, if applicable;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
 - F. Required Bidder Qualification Statement with supporting data;

ARTICLE 3—BASIS OF BID — UNIT PRICES

- 3.01 Deleted.
- 3.02 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices on the bid form provided on the following page.

VALLEY FORCE MAIN IMPROVEMENTS – BID FORM

Item	Item No.	Description	Item Unit	Est. QTY	Bid Unit Price	Bid Amount
1	108 ^a	Construction Layout Stakes and Surveying	LS	1	14,713.54	14,713.54
2	201 ^b	Clearing and Grubbing	LS	1	2,691.24	2,691.24
3	201 ^b	Tree Removed, 6"-12"	EA	9	33.44	300.96
4	201 ^b	Tree Removed, 12"-18"	EA	8	956.32	7,490.56
5	202 ^b	8" Force Main Removed	LF	2,086	1.47	3,066.42
6	202 ^b	10" Force Main Removed	LF	205	41.46	8,499.30
7	202 ^b	Fence Removed for Reuse-Type Wooden	LF	304	.30	91.20
8	210 ^a	14" PVC, C900, DR-14 Sanitary Force Main Installed, Open Cut, w/ Class B Bedding, w/ DI Fittings	LF	4,830	112.46	543,181.80
9	210 ^a	14" PVC, C900, DR-14 Sanitary Force Main Installed, Directional Drilling, w/ DI Fittings	LF	1,382	717.76	991,944.32
10	313 ^a	Permanent Pavement Replacement	SY	190	90.11	17,120.90
11	316 ^a	Concrete Sidewalk Replacement	SF	425	16.72	7,106.00
12	316 ^a	Seeding and Mulching, Seed Mix 2	LS	1	16,051.13	16,051.13
13	607 ^b	Install Fencing, Type-Wooden	LF	304	.33	100.32
14	609 ^b	Combination Curb and Gutter	LF	30	167.20	5,016.00
15	614 ^b	Maintaining Traffic	LS	1	10,834.51	10,834.51
16	624 ^b	Mobilization	LS	1	45,878.71	45,878.71
17	659 ^b	Temporary Erosion Control	LS	1	9,898.19	9,898.19
18	SPEC	Air/Vacuum Valve and Vault	EA	2	13,255.90	26,511.80
19	SPEC	Valley Lift Station Improvements	LS	1	180,478.95	180,478.95
20	SPEC	Remove and Reinstall Existing Telephone J-Box	EA	3	650.00	1,950.00

^a Fairfield County Construction Material Specifications (2002) Section Number

^b ODOT Construction Material Specification (2019) Section Number

Total Bid:

(In Words): ONE MILLION EIGHT HUNDRED NINETY TWO THOUSAND

(In Figures): \$1,892,925.85

NEVE HUNDRED TWENTY FIVE DOLLARS AND EIGHTY FIVE CENTS

B. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents, and
3. the right of the County to reject this bid is hereby expressly granted and all legal rights as to the lowest bidder are hereby expressly waived, provided the County shall determine that the rejection of this bid is in the public interest.

3.03 *Total Base Bid Price (Unit Prices)*

Total Base Bid Price (Total of all Unit Price Bids)	\$ 1,892,925.85
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ARTICLE 4—DELETED

ARTICLE 5—DELETED

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Deleted.
- 6.03 Deleted.
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Bidder is to complete table.

Addendum Number	Addendum Date
1.	2/09/24
2.	02/21/24
3.	03/04/24

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

LAW GENERAL CONTRACTING, INC.
(typed or printed name of organization)

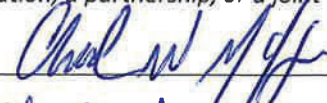
By: 
(individual's signature)

Name: BRYAN MURPHY
(typed or printed)

Title: CEO
(typed or printed)

Date: 02/29/24
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)

Name: Chad W. McAnroe
(typed or printed)

Title: C.O.O.
(typed or printed)

Date: 2-29-24
(typed or printed)

Address for giving notices:

9128 MOUNT VERNON ROAD, SAINT LOUISVILLE, OH 43071

Bidder's Contact:

Name: BRUCE CORBIN
(typed or printed)

Title: PRESIDENT
(typed or printed)

Phone: 740-745-3420

Email: bruce@lgwxtreme.com

Address: 9128 MOUNT VERNON ROAD, SAINT LOUISVILLE, OH 43071

Bidder's Contractor License No.: (if applicable) _____

BID BOND (PENAL SUM FORM)

<p>Bidder</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p>Owner</p> <p>Name: Fairfield County Utilities</p> <p>Address (<i>principal place of business</i>): Fairfield County Utilities 6670 Lockville Road NW Carroll, Ohio 43112</p>	<p>Bid</p> <p>Project (<i>name and location</i>): Valley Force Main Improvements 1550 Hill Road N Pickerington, Ohio 43147</p> <p>Bid Due Date: _____</p>
<p>Bond</p> <p>Penal Sum: \$ _____</p> <p>Date of Bond: _____</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder</p> <p style="text-align: center;">_____</p> <p style="text-align: center;"><i>(Full formal name of Bidder)</i></p>	<p>Surety</p> <p style="text-align: center;">_____</p> <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>By: _____</p> <p style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		LAW GENERAL CONTRACTORS, ETC.	
Corporate Office			
Name:	BRYAN MURPHY	Phone number:	740-745-3420
Title:	CEO	Email address:	bryan@lawxtreme.com
Business address of corporate office:		9128 MOUNT VERNON ROAD, SAINT LOUISVILLE, OHIO 43071	
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	02/1992	State in which Business was formed:	OHIO
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	BRICE CORBEN	Title:	PRESIDENT
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ N/A
Name:	BRYAN MURPHY	Title:	CEO
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ N/A
Name:	CHAD MCKENZIE	Title:	COO.
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ N/A
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—SAFETY

3.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	CHAD MCKENZIE		
Safety Certifications			
Certification Name	Issuing Agency	Expiration	

3.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Luan General Contracting	0.62	0	16,560	0.56	0	16,560	0.57	0	66,560
PRECISE BORING CO.	1.85	0	49,449	1.61	0	44,633	0.99	23	42,872

EJCDC C-451, Qualifications Statement.

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ARTICLE 4—FINANCIAL

- 4.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	PARK NATIONAL BANK		
Business address:	50 N 3 RD ST, NEWARK, OH 43055		
Date of Business’s most recent financial statement:	2023	<input type="checkbox"/> Attached	
Date of Business’s most recent audited financial statement:	2022	<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

ARTICLE 5—SURETY INFORMATION

- 5.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	FIDELITY AND DEPOSIT COMPANY OF MARYLAND		
Surety is a corporation organized and existing under the laws of the state of:	ILLINOIS		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	1299 ZURECH WAY SCHAMMBURG, IL 60196		
Physical Address (principal place of business):	1299 ZURECH WAY SCHAMMBURG, IL 60196		
Phone (main):	1-847-604-6000	Phone (claims):	1-847-604-6000

ARTICLE 6—INSURANCE

6.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		
Insurance Provider	Type of Policy (Coverage Provided)	
ERIE INSURANCE COMPANY	SEE ATTACHED COI	
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):		
Physical Address (principal place of business):		
Phone (main):		Phone (claims):

ARTICLE 7—CONSTRUCTION EXPERIENCE

7.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	33
Estimate of revenue for the current year:	\$ 10,000,000.00
Estimate of revenue for the previous year:	\$ 10,000,000.00

7.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project: 32			
As a general contractor:	32	As a joint venturer:	N/A
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Provide full details in a separate attachment if the response to any of these questions is Yes.

- 7.03 List all projects currently under contract in Schedule A and provide indicated information. **SEE ATTACHED**
- 7.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 7.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 8—REQUIRED ATTACHMENTS

- 8.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Certification of Business's safety performance if required by Paragraph 4.02.
 - C. Financial statements as required by Paragraph 5.01.
 - D. Attachments providing additional information as required by Paragraph 8.02.
 - E. Schedule A (Current Projects) as required by Paragraph 8.03.
 - F. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
 - G. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
 - H. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: LAW GENERAL CONTRACTING, INC.
(typed or printed name of organization)

By: Bryan Murphy
(individual's signature)

Name: BRYAN MURPHY
(typed or printed)

Title: CEO
(typed or printed)

Date: 02/29/2024
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Chad W. McKenac
(individual's signature)

Name: Chad W. McKenac
(typed or printed)

Title: C. O. O.
(typed or printed)

Address for giving notices:

9128 MOUNT VERNON ROAD, SAINT LOUISVILLE, OH 43071

Designated Representative:

Name: BRICE COEBEN
(typed or printed)

Title: PRESIDENT
(typed or printed)

Address: 9128 MOUNT VERNON ROAD, SAINT LOUISVILLE, OH 43071

Phone: 740-745-3420

Email: brice@lawxtreme.com

Schedule A—Current Projects

Name of Organization	KNOX COUNTY		Project Name	DANVILLE-AMEY ROAD (PED 11232)	
Project Owner	KNOX COUNTY		Date Project	6/2/01/2024	
General Description of Project	ROADWAY RECONSTRUCTION, UTILITIES				
Project Cost	\$3,121,000.00		Project Superintendent	SAFETY MANAGER	
Key Project Personnel	BECKE CORSEN		Project Superintendent	SAFETY MANAGER	
Name	BECKE CORSEN		Project Superintendent	SAFETY MANAGER	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	CAMERON KEMSON	KNOX COUNTY ENGINEER	KNOX COUNTY ENGINEER		
Construction Manager					
Project Owner	FAIRFIELD COUNTY UTILITIES		Project Name	PICKERINGTON 3 REFUGEE RD WATERWAYS IMP.	
General Description of Project	WATERWAYS, PIU VAULT				
Project Cost	\$318,000.00		Date Project	12/01/2024	
Key Project Personnel	PROJECT MANAGER		Project Superintendent	SAFETY MANAGER	
Name	BECKE CORSEN		Project Superintendent	SAFETY MANAGER	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					
Project Owner	NORTH FORK SCHOOL DISTRICT		Project Name	UTICA HS. ATHLETIC FIELD IMP. PH 1	
General Description of Project	STORM/TRAFFIC DEBRIS INSTALLATION				
Project Cost	\$200,000.00		Date Project	12/01/24	
Key Project Personnel	PROJECT MANAGER		Project Superintendent	SAFETY MANAGER	
Name	AUSTEN LAW		Project Superintendent	SAFETY MANAGER	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects *SEE ATTACHED

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager
			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager
			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager
			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager
			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager
			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email

Schedule B—Previous Experience with Similar Projects

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager
			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager
			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager
			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager
			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager
			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email

Schedule C—Key Individuals

Project Manager			
Name of individual		BEILE CORBIN	
Years of experience as project manager		20	
Years of experience with this organization		20	
Number of similar projects as project manager		EXTENSIVE	
Number of similar projects in other positions		EXTENSIVE	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
PIUKERINGTON - REFUGEE RD WATERMAIN		25%	03/2024
DANVILLE - AMITY RD		25%	10/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	SCOTT HAINES	Name	DAMON FULK
Title/Position	ENGINEER	Title/Position	CONSTRUCTION MAN.
Organization	VERDANTAS	Organization	ENV. DESIGN GROUP
Telephone	740-344-5451	Telephone	740-334-8577
Email	shaines@verdantas.com	Email	dfulk@envdesigngroup.com
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		TODD LAYMAN	
Years of experience as project superintendent		20	
Years of experience with this organization		20	
Number of similar projects as project superintendent		EXTENSIVE	
Number of similar projects in other positions		EXTENSIVE	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
FAIRFIELD COUNTY - AIRPORT SEWER			
NORTH FORK SCHOOLS - HS ATHLETIC FIELD IMP.			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	SAME AS ABOVE	Name	SAME AS ABOVE
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		CHAD MCKENZIE	
Years of experience as project manager		10	
Years of experience with this organization		10	
Number of similar projects as project manager		EXTENSIVE	
Number of similar projects in other positions		EXTENSIVE	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
ALL PROJECTS WITH COMPANY			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		N/A	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

NOTICE OF AWARD

Date of Issuance:

Owner: Fairfield County Utilities

Engineer: PRIME AE Group, Inc. Engineer's Project No.: 20471

Project: Valley Force Main Improvements

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Valley Force Main Improvements

The Contract Price of the awarded Contract is \$ _____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Five unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Fairfield County Utilities

By (signature): _____

Name (printed): Tony Vogel, PE _____

Title: Director of Utilities _____

Copy: Engineer

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Fairfield County Utilities (“Owner”) and _____ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of a new 6,300 lineal foot 14-inch diameter sanitary force main beginning at the Valley Lift Station and ending at the Tussing Road Water Reclamation Facility (WRF) property. Horizontal directional drilling (HDD) construction methods will be utilized for all roadway crossings and two stream crossings (see Drawings). An existing 8-inch and 10-inch diameter force main (not in service) will be removed during some portions of the open cut alignment. Other improvements at the Valley Lift Station site include new 14-inch diameter force main piping, new 8-inch diameter headers that extend out of the valve vault, two camlock connections, six gate valves and boxes, a new meter vault, and connecting the new 14-inch force main to the existing 12-inch force main in service. The new meter vault will be a 6-foot by 8-foot precast concrete structure approximately 3 feet above grade and will include a sump pump and safety features. Power at the main control panel will be rerouted to the new meter vault to supply power to the flow meter and sump pump. The existing meter vault at the lift station site will be demolished. Bypass pumping will be required during part of the project.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Valley Force Main Improvements.

ARTICLE 3—ENGINEER

3.01 The Owner has retained PRIME AE Group, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Deleted.*

4.03 *Contract Times: Days*

- A. The Work will be substantially complete within **330** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **365** days after the date when the Contract Times commence to run.

4.04 *Deleted.*

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,000** for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, at the bid unit prices stated in the Contractor's Bid, attached hereto as an exhibit.
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 21st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.
- B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 3 percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the Project Manual.
 6. Drawings (not attached but incorporated by reference) consisting of 28 sheets with each sheet bearing the following general title: Fairfield County Utilities Valley Force Main Improvements.
 7. Addenda (numbers [REDACTED] to [REDACTED], inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Notice of Award
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 04/09/2024 (which is the Effective Date of the Contract).

Owner:
Board Of Fairfield County Commissioners
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: David L. Levacy
(typed or printed)

Title: President
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: Tony Vogel
(typed or printed)

Title: Director Of Utilities
(typed or printed)

Address:

Phone: _____

Email: _____
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:
LAW GENERAL CONTRACTING, INC.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 04/09/2024
(date signed)

Name: BRYAN MURPHY
(typed or printed)

Title: C.E.O.
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: PRESIDENT
(typed or printed)

Address for giving notices:
9128 MOUNT VERNON ROAD,
SAINT LOUISVILLE, OH 43071

Designated Representative:
Name: BRUCE COBEN
(typed or printed)

Title: PRESIDENT
(typed or printed)

Address:
9128 MOUNT VERNON ROAD
SAINT LOUISVILLE, OH 43071

Phone: 740-404-2579

Email: bruce@lawxtreme.com

License No.: N/A
(where applicable)

State: OHIO

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NOTICE TO PROCEED

Owner: Fairfield County Utilities
Engineer: PRIME AE Group, Inc. Engineer's Project No.: 20471
Contractor: _____ Contractor's Project No.: _____
Project: Valley Force Main Improvements
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is 330 days from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of _____; and the number of days to achieve readiness for final payment is 365 days from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____.

Owner: Fairfield County Utilities
By (signature): _____
Name (printed): Tony Vogel, PE
Title: Director of Utilities
Date Issued: _____
Copy: Engineer

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PERFORMANCE BOND

<p>Contractor Name: _____ Address <i>(principal place of business)</i>: _____</p>	<p>Surety Name: _____ Address <i>(principal place of business)</i>: _____</p>
<p>Owner Name: Fairfield County Utilities Mailing address <i>(principal place of business)</i>: Fairfield County Utilities 6670 Lockville Road NW Carroll, Ohio 43112</p>	<p>Contract Description <i>(name and location)</i>: Valley Force Main Improvements 1550 Hill Road N Pickerington, Ohio 43147 Contract Price: _____ Effective Date of Contract: _____</p>
<p>Bond Bond Amount: \$ _____ Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None.

PAYMENT BOND

<p>Contractor Name: _____ Address <i>(principal place of business)</i>: _____</p>	<p>Surety Name: _____ Address <i>(principal place of business)</i>: _____</p>
<p>Owner Name: Fairfield County Utilities Mailing address <i>(principal place of business)</i>: Fairfield County Utilities 6670 Lockville Road NW Carroll, Ohio 43112</p>	<p>Contract Description <i>(name and location)</i>: Valley Force Main Improvements 1550 Hill Road N Pickerington, Ohio 43147 Contract Price: _____ Effective Date of Contract: _____</p>
<p>Bond Bond Amount: \$ _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: None.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Fairfield County Utilities
Engineer: PRIME AE Group, Inc. Engineer's Project No.: 20471
Contractor: Contractor's Project No.:
Project: Valley Force Main Improvements

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

Date of Substantial Completion: _____

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: None As follows:

Amendments to Contractor's Responsibilities: None As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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NOTICE OF ACCEPTABILITY OF WORK

Owner: Fairfield County Utilities
Engineer: PRIME AE Group, Inc. Engineer's Project No.: 20471
Contractor: Contractor's Project No.:
Project: Valley Force Main Improvements
Notice Date:
Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated _____ ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

- conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
 - J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
 - K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

- Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
 - E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
 - F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
 - G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
 - H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

- Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

- Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer’s consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer’s Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer’s authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer’s authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner’s delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer’s authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

- and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
- c. *Construction Equipment Rental*
- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

- submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
 - C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
 - D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
 - E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
 - F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1— DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

SC-1.01 Amend Paragraph 1.01.A.9 by striking out "challenging a set off against payments due; or seeking other relief with respect to the terms of the Contract".

SC-1.01 Amend Paragraph 1.01.A.50 to read as follows:

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

ARTICLE 2— PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance*: After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Deleted.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor five (5) printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

- B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party’s use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions (“System Infrastructure”) at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology (“IT”) for maintaining operations of its System Infrastructure during the Project, including coordination with the party’s individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the

Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and

acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

- b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$100 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3— CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

3.03 *Reporting and Resolving Discrepancies*

SC-3.03 Amend Paragraph 3.03.A.3 to read as follows:

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof or Contractor failed to perform its obligations under the Instructions to Bidders.

SC-3.03 Amend Paragraph 3.03.A by adding the following subparagraph.

4. In addition to its obligations under the Instructions to Bidders, if Contractor proceeds with work that Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction of work constructed

without such notification to Engineer shall be at Contractor's expense (except in an emergency as authorized by Paragraph 7.15).

SC-3.03 Amend Paragraph 3.03.B.1 by striking out "prepared by or for Engineer".

3.04 *Requirements of the Contract Documents*

SC-3.04 Amend the last sentence of Paragraph 3.04.A to read as "Owner will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work."

SC-3.04 Amend Paragraph 3.04.B to read as follows:

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor upon the Owner's acceptance of the Engineer's ruling, unless it appeals by submitting a Change Proposal and that Change Proposal is accepted by both the Engineer and Owner.

ARTICLE 4— COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Paragraph is mandatory for WWD projects.

SC-4.05 Amend Paragraph 4.05.C by striking out "Contractor shall" and replacing with "Contractor may".

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. Abnormal weather conditions are hereby defined as a condition in which the Contractor's workday production is reduced by more than 50 percent of items on the Critical Path due to weather or season conditions. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event. It is the responsibility of the Contractor to provide the information listed in SC 4.05.C.5.b.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
- 1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":

- i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 0.5-inch of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 20 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 100 degrees Fahrenheit.
- 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Oceanic and Atmospheric Administration (NOAA) weather monitoring station at Wilmington Air Park (ILN).
 - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit B—Foreseeable Bad Weather Days.
 - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit B —Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.
- c. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five (5) days or the end of the abnormal weather event. It is the Contractor’s responsibility to provide the information listed in SC-4.05.C.b.
 - d. The Contractor’s accepted progress Schedule must reflect the anticipated weather delays as presented in the table in Exhibit B. The table applies to the duration between contract execution and original completion date. Extensions for abnormal weather condition delays beyond the original completion date will be the actual workdays lost due to abnormal weather conditions.
 - e. The Owner/Engineer will not consider weekends and holidays as lost workdays unless the Owner directs the Contractor to work those days.

SC-4.05 Amend Paragraph 4.05.D.2 to read as follows:

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

ARTICLE 5— SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

SC-5.01 Amend Paragraph 5.01.B to read as follows:

- B. Upon reasonable request, Owner shall furnish Contractor with a Notice of Commencement prepared for the Project, conforming to the provisions of Ohio Revised Code Section 1311.252.

5.02 *Use of Site and Other Areas*

SC-5.02 Amend Paragraph 5.02.A.2 to read as follows:

- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by dispute resolution proceeding, or in a court of competent jurisdiction located in Fairfield County, Ohio; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to

the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
Primary Lift Station	11/07/1977	Record Drawings
Valley Pump Station and Force Main Improvements	09/08/1994	Record Drawings

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at Fairfield County Utilities building during regular business hours, or may request copies from Owner.

5.04 *Differing Subsurface or Physical Conditions*

- SC-5.04 Amend Paragraph 5.04.A by striking out “promptly” and replacing with “within 48 hours”.
- SC-5.04 Amend Paragraph 5.04.C by striking out “Owner shall” and replacing with “Owner may”.
- SC-5.04 Amend Paragraph 5.04.E.4 by striking out “30 days” and replacing with “10 days”.

5.05 *Underground Facilities*

- SC-5.05 Amend Paragraph 5.05.D by striking out “Owner shall” and replacing with “Owner may”.
- SC-5.05 Amend Paragraph 5.05.F.1 to read as follows:
1. Contractor may be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to all of the following:

5.06 *Hazardous Environmental Conditions*

- SC-5.06 Modify Paragraph 5.06.A to read:
- A. *Reports and Drawings:* The Supplementary Conditions/Agreement identifies:

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

SC-5.06 Amend Paragraph 5.06.G to read as follows:

- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 10 days of Owner’s written notice regarding the resumption of Work, Contractor may submit a Change Proposal for the Owner’s consideration, or the Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

SC-5.06 Delete Paragraph 5.06.I in its entirety.

SC-5.06 Amend Paragraph 5.06.J by striking out “arbitration or other” within the subparagraph.

ARTICLE 6— BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Amend Paragraph 6.01.F by striking out “Owner shall” and replacing with “Owner may”.

SC-6.01 Add the following paragraph immediately after Paragraph 6.01.H:

- I. Material Default or Termination. If the Owner notifies the Contractor’s surety that the Contractor is in material default, the surety will complete its investigation of the claimed

material default within 21 days. The surety is advised to start looking for a replacement contractor upon notice of material default. As part of its investigation, the surety shall promptly visit the offices of the Contractor, Engineer, and Owner to inspect and copy the available Project records. The Owner, Engineer, and Contractor, upon written request by the surety, shall make such records available during regular business hours for such inspection and copying. The Owner and Engineer's making such records available as provided herein shall satisfy the Owner's obligation to the surety to furnish documents for the investigation. The surety will provide the Owner with the results of its investigation, including any written report or documents. If the Owner terminates the Contract and the surety proposes to takeover the Work, the surety shall do so no later than the later of the expiration of the 21-day investigation period or 10 days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Contract, and the surety proposes to provide a replacement contractor, the replacement contractor shall be fully capable of performing the Work in accordance with the Contract Documents. If the Contractor is terminated for cause, the replacement contractor shall not be the Contractor or a contractor comprised of mostly Contractor's employees, unless the Owner agrees in writing. In the event the Surety takes over the Project, the surety's obligation shall not be limited to the penal sum of the Bond. If the surety does not propose an acceptable contractor as required by this Paragraph 5.01.D, the Owner may complete the Work by such means as it deems appropriate. In the event the Owner agrees to accept a replacement contractor, the replacement contractor shall furnish its own bond for the replacement contractor's scope of work, and neither the Contractor nor the surety shall be relieved of their obligations under the Contract Documents. This Paragraph 5.01.D is in addition to any other rights of the Owner under the Contract Documents and is not intended to create any rights of the surety, including but not limited to the right to take over the Contractor's obligations. In the event of the Contractor's termination and if the surety does not takeover the Work as provided in this Paragraph 5.01.D., the Owner may take possession of and use all materials, facilities and equipment at the Project Site or stored off-site for which Owner has paid in whole or in part.

SC-6.01 Deleted.

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.02 Amend Paragraph 6.02.E by striking out "Owner shall" and replacing with "Owner may" in both locations.

SC-6.02 Amend Paragraph 6.02.J by striking out "Owner may" and replacing with "Owner shall".

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers' Compensation and Employer's Liability*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$500,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$1,000,000

- F. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$2,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$5,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

- M. The following provisions shall also apply to the insurance provided by the Contractor:
2. Contractor’s insurance shall be primary and non-contributory.
 3. Insurance policies shall be written on an occurrence basis only.
 4. The Contractor shall require all Subcontractors to provide Workers’ Compensation, CGL, and Automobile Liability Insurance with the same minimum limits specified herein, unless the Owner agrees to a lesser amount.
 5. Owner shall be named as a certificate holder on the policies of insurance maintained by Contractor. The Contractor shall provide each additional insured with a certificate of insurance.
 6. The additional insured endorsement shall be ISO 20 10 10 01 and CG 2037 10 01 or their equivalents so that Completed Operations liability extends to the additional insureds after the completion of the Project.

6.04 *Builder’s Risk and Other Property Insurance*

SC-6.04 Amend Paragraph 6.04.C by striking out “Owner shall” and replacing with “Owner may”.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. *Builder’s Risk Requirements:* The builder’s risk insurance must:
1. be written on a builder’s risk “all risk” policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials

and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

- a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
 4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of \$500,000.
 5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of \$250,000.
 6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
 7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
 8. include performance/hot testing and start-up, if applicable.
 9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
 10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General

Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as “insureds.”

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

- G. *Coverage for Completion Delays:* The builder’s risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys’ fees and engineering or other consultants’ fees, if not otherwise covered.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- H. *Builder’s Risk and Other Property Insurance Deductibles:* The purchaser of any required builder’s risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.
1. The builder’s risk policy (or if applicable the installation floater) will be subject to a deductible amount of no more than \$5,000 for direct physical loss in any one occurrence.

SC-6.04 Deleted.

ARTICLE 7— CONTRACTOR’S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7:00 AM to 4:30 PM EST, Monday through Friday.
2. Owner's legal holidays are New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas.

SC-7.03 Deleted.

SC-7.03 Deleted.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Owner shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.03 Add the following new subparagraph immediately after Paragraph SC-7.03.D:

For purposes of administering the foregoing requirement, additional overtime costs are defined as 1.5 times the hourly rate.

7.04 *Services, Materials, and Equipment*

SC-7.04 Supplement Paragraph 7.04.B by adding the following at the end of this paragraph:

Contractor warrants that all materials and equipment for which Contractor has primary responsibility for choosing are suitable and fit for the intended use of such materials and equipment and are free from defects in material, workmanship or design. The foregoing applies whether the materials or equipment are specified in the Contract Documents.

7.06 *Substitutes*

SC-7.06 Amend Paragraph 7.06.F by striking out the last sentence: "Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittals of a Change Proposal."

7.07 *Concerning Subcontractors and Suppliers*

SC-7.07 Delete Paragraph 7.07.A. in its entirety and replace with the following:

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection. If Owner or Engineer after due investigations has reasonable objections to any proposed Subcontractor, Supplier, or other individual or entity, either may request Contractor submit an acceptable substitute without an increase in Contract Price.

SC-7.07 Delete Paragraph 7.07.F. in its entirety and replace with the following:

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor may be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement.

7.08 *Patent Fees and Royalties*

SC-7.08 Delete Paragraph 7.08.B in its entirety.

SC-7.08 Amend Paragraph 7.08.C by striking out "arbitration or other" within the subparagraph.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

A. Owner is exempt from payment of sales and compensating use taxes of the State of Ohio and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.11 *Laws and Regulations*

SC-7.11 Amend Paragraph 7.11.B by striking out “arbitration or other” within the subparagraph.

SC-7.11 Delete Paragraph 7.11.C. in its entirety and replace with the following:

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor’s Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 10 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 12.05.

7.13 *Safety and Protection*

SC-7.13 Amend Paragraph 7.13.D to read as follows:

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense.

7.17 *Contractor’s General Warranty and Guarantee*

SC-7.17 Amend Paragraph 7.13.B and Subparagraphs 7.17.B.1-2 to read as follows:

B. Owner’s rights under this warranty and guarantee are in addition to, and are not limited by, Owner’s rights under the correction period provisions of Paragraph 15.08.

1. Owner shall give Contractor written notice of any defective Work within 1 year of the discovery that such Work is defective; and
2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

7.18 *Indemnification*

SC-7.18 Delete Paragraph 7.18.A. in its entirety and replace with the following:

B. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, defend, and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, to damage to or destruction of tangible property (other than the Work itself), or from a breach of the Contractor’s obligations under the Contract Documents, including the loss of use resulting

therefrom, the act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8— OTHER WORK AT THE SITE

8.02 Coordination

SC-8.02 Deleted.

8.03 Legal Relationships

SC-8.03 Amend Paragraph 8.03.A by striking out “Contractor shall” and replacing with “Contractor may” and striking out “30 days” and replacing with “10 days”.

SC-8.03 Amend Paragraph 8.03.B.1 by striking out “Owner shall” and replacing with “Owner may”.

SC-8.03 Amend Paragraph 8.03.C by striking out “arbitration or other” in both locations within the subparagraph.

ARTICLE 9— OWNER’S RESPONSIBILITIES

9.02 Replacement of Engineer

SC-9.02 Delete Paragraph 9.02.A. in its entirety and replace with the following:

A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer’s status under the Contract Documents will be that of the former Engineer.

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 Owner’s Site Representative

A. Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee. Owner’s Site Representative will be an employee of Owner.

ARTICLE 10— ENGINEER’S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.03 Deleted.

ARTICLE 11— CHANGES TO THE CONTRACT

11.02 *Change Orders*

SC-11.02 Amend Paragraph 11.02.A by striking out “Owner shall” and replacing with “Owner may”.

SC-11.02 Delete Paragraph 11.02.A.2 in its entirety and replace with the following:

2. Changes in Contract Price where the Owner and Contractor have mutually agreed to the change in price;

11.03 *Work Change Directives*

SC-11.03 Amend Paragraph 11.03.B.1 by striking out “30 days” and replacing with “10 days”.

11.04 *Field Orders*

SC-11.04 Delete Paragraph 11.04.B in its entirety and replace with the following:

- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, the Contractor shall submit a Change Proposal no later than 7 days after receiving notice of the Field Order.

11.07 *Change of Contract Price*

SC-11.07 Amend Paragraph 11.07.A to read as follows:

- A. The Contract Price may only be changed by a mutually agreed upon Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

SC-11.07 Delete Paragraph 11.07.C. in its entirety and replace with the following:

- C. *Contractor’s Fee*: When applicable, the Contractor’s fee for overhead and profit may be determined as follows:
 1. A mutually acceptable fixed fee.

ARTICLE 12— CLAIMS

12.01 *Claims*

SC-12.01 Delete Subparagraphs 12.01.A-G and add the following new subparagraphs:

A. *Engineer’s Decision Required*: All Claims, except those waived pursuant to Paragraph 14.03, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice*: As a condition precedent to a change in the Contract Price or the Contract Times, for each Claim the Contractor shall deliver a fully completed Statement of Claim Form, a copy of which form is a Contract Document, to the Engineer and the Owner, within 21 days of the

start of the event giving rise to the Claim. The Contractor shall be responsible for substantiating its Claim. The Contractor's failure to deliver a fully completed Statement of Claim form shall be an irrevocable waiver of Contractor's right to any form of additional compensation, be it in time or money, arising out of the Claim or the circumstances underlying the Claim. Further, the Contractor's obligation to deliver a fully completed Statement of Claim form within such 21 day period is a material term of the Contract Documents and provides the Owner with the opportunity to mitigate its damages.

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;
2. approve the Claim; or
3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 12.01.C or denial pursuant to Paragraphs 12.01.C.3 or 12.01.D will be final and binding upon Owner and Contractor, unless Owner or Contractor commences an action in a court of exclusive jurisdiction as set forth in Article 17 within 30 days of substantial completion of the Work.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 12.01.

G. *False or Fraudulent Claim*: The Contractor shall not knowingly present or cause to be presented to the Owner a false or fraudulent Claim. Knowingly shall have the same meaning as in Section 3729(b) USC of the Federal False Claims Act. If the Contractor knowingly presents or causes to be presented a false or fraudulent Claim, then the Contractor shall be liable to the Owner for the same civil penalty and damages as the United States Government would be entitled to recover under such Section 3729(a) USC and shall also indemnify and hold the Owner harmless from all costs and expenses, including Owner's attorneys' and consultants' fees and expenses incurred in investigating and defending against such Claim and in pursuing the collection of such penalty, damages and fees and expenses.

H. *Claim Documentation*: Within ten (10) days of written request from the Owner, Contractor shall make available to Owner or its representative any books, records, or other documents in its possession or to which it has access, including but not limited to Contractor's daily logs/reports, original estimates of Work and applicable agreements, correspondence with subcontractors and suppliers, internal correspondence (including e-mail), accounting records, and other information from which the Contractor's costs may be derived. To the extent permitted by law, the Owner shall keep the Project accounting records and estimate for the Project confidential. As requested by the Owner, the Contractor shall provide such documents and information in paper copies and/or computer format (including the format of the Contractor's accounting software and/or ASCII format). The Contractor's provision of the requested documents and information shall be a condition precedent to any further

proceeding under the Contract Documents or to payment of an Application for Payment. Failure to provide the requested documents shall be a material breach of the Contract, and Contractor shall indemnify Owner for all of Owner's costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to Contractor's failure to comply with this provision. If the Contractor fails to provide the requested documents, the Contractor shall be precluded from presenting such documents in any subsequent dispute resolution proceedings, if the data was reasonably available at the time of the request.

ARTICLE 13— COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 Unit Price Work

SC-13.03 Supplement Paragraph 13.03.A to read as follows:

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. Contractor shall not be paid for any Unit Price Work that represents an actual quantity greater than 110% of the estimated quantity, without a Change Order. The Contractor shall maintain such records as required to track the quantities of Unit Price Work in anticipation of exceeding the 110% threshold.

ARTICLE 14— TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.07 Owner May Correct Defective Work

SC-14.07 Delete Paragraph 14.07.A. in its entirety and replace with the following:

- A. If Contractor fails within two (2) business days of written notice from the Owner or Engineer, or such longer time as may be stated in such notice, to correct, or take reasonable steps to commence to correct defective Work, or to remove and replace, or take reasonable steps to remove and replace, defective Work as required by Engineer, then Owner may correct or

remedy any such deficiency. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor all the costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute the Change Orders provided for in this Paragraph 14.07.

ARTICLE 15— PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01 Delete subparagraph 15.01.B.4 in its entirety and add the following new subparagraphs:

4. Retainage: Partial payments to Contractor for labor performed shall be made at the rate of 92 percent of the amount invoiced through the Application for Payment that shows the total Contract Completion at 50 percent or greater, pursuant to Ohio Revised Code Section 153.14. After the Contract is 50 percent complete as evidenced by payments in the amount of at least 50 percent of the Contract Price to Contractor, no additional funds shall be retained from payments for labor.
5. Contractor shall submit one original on 8-1/2 by 11-inch paper of each lien waiver submitted.
6. Contractor shall submit one copy of each pay request for approval.
7. No advanced payment for shop drawing preparation will be made. Shop drawing costs will be paid when equipment and materials are delivered and suitably stored on the site.
8. All stored equipment and materials for which payment is requested shall have six copies (unless a different quantity is otherwise agreed upon) of invoices included with the pay request. Equipment shall be identified thoroughly on the invoices, including serial numbers.
9. Payment for the stored equipment and material which are on the site shall not exceed the invoiced amount for each item, less the Contract retainage. The overhead and profit for the stored items shall not be invoiced until the item is installed.
10. Payment for off-site storage is normally reserved for sensitive or very large pieces of equipment that in Engineer's opinion would not be practical to have stored on the site. Payment for off-site stored items shall be limited to 75% of the invoiced value of the item, less Contract retainage. Contractor shall reimburse Owner the Cost of inspecting off-site stored items. When off-site storage is approved, Contractor shall provide Insurance Certificates and Document of Ownership to Owner.

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a

plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

SC-15.03 Add the following new subparagraph to Paragraph 15.03:

- G. *Time for Completion of Items on Tentative List and Remedies.* The time fixed by the Engineer for the completion of all items on the list accompanying the tentative certificate of Substantial Completion shall not be greater than forty-five (45) days. The Contractor shall complete all items on the list within such 45-day period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged to the Contractor. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute a Change Order deducting such cost from the balance of the Contract Price and also any additional costs or expenses incurred by the Owner arising out of or related to the failure of the Contractor to complete such items, including but not limited to attorneys', consultants', and Engineer's fees. The Contractor's warranties under the Contract Documents shall remain in full force and effect and cover any remedial Work, even if performed by others. If more than one inspection by the Engineer for purposes of evaluating corrected Work is required, it will be performed at the Contractor's expense.

15.04 *Partial Use or Occupancy*

SC-15.04 Add the following new Paragraph 15.04.A.4 immediately following to Paragraph 15.04.A.3:

4. Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer, and within a reasonable time thereafter, Owner, Contractor, and Engineer shall inspect that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial

Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

15.06 *Final Payment*

SC-15.06 Amend Paragraph 15.06.A.3 by striking out “Contractor may” and replacing with “Contractor shall” in both locations.

SC-15.06 Delete “set offs for liquidated damages and” from Paragraph 15.06.E.

15.08 *Correction Period*

SC-15.08 Amend Paragraph 15.08.B by striking out “60 days” and replacing with “180 days” within both locations of the subparagraph.

SC-15.08 Amend Paragraph 15.08.C by striking out “60 days” and replacing with “180 days” within the subparagraph.

SC-15.08 Amend Paragraph 15.08.C by striking out “arbitration or other” within the subparagraph.

ARTICLE 16— SUSPENSION OF WORK AND TERMINATION

16.02 *Owner May Terminate for Cause*

SC-16.02 Amend Paragraph 16.02.A.1 by striking out “persistent” within the subparagraph.

SC-16.02 Amend Paragraph 16.02.B by striking out “10 days’ written notice” and replacing with “three (3) business days’ written notice”.

SC-16.02 Amend Paragraph 16.02.B by adding the following subparagraphs:

3. Complete the Work as Owner may deem expedient
4. Such termination shall be effective as of the date stated in the termination notice provided to Contractor

SC-16.02 Amend Paragraph 16.02.D by striking out “7 days” and replacing with “three (3) business days”.

16.03 *Owner May Terminate for Convenience*

SC-16.03 Delete Paragraphs 16.03.A and 16.03.A.1-3 in their entirety and replace with the following:

- A. Upon three (3) business days’ written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. Such termination shall be effective as of the date stated in the written notice. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination; and
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work.

SC-16.03 Add the following new subparagraph to Paragraph 16.03:

- C. Contractor shall require similar provisions contained in Paragraph 16.03 in each of its subcontracts to protect Contractor from claims by Subcontractors arising from the Owner's termination for convenience, or to minimize claims by such subcontractors. The remedy provided to Contractor under this Paragraph 16.03 shall be the Contractor's sole remedy in the event of termination for convenience by Owner.

16.04 *Contractor May Stop Work or Terminate*

SC-16.04 Amend paragraph 16.04.B by striking out the following: “, including interest thereon”.

ARTICLE 17— FINAL RESOLUTIONS OF DISPUTES

17.01 *Methods and Procedures*

SC-17.01 Delete Paragraphs 17.01.A-B and replace with the following:

A. Settlement, Methods and Procedures

1. In addition to Owner's entitlement to attorney's fees set forth elsewhere in the Contract Documents, in the event that Contractor files a Claim or files an action against Owner, Owner shall be entitled to make an offer of settlement of the Claim to Contractor at any time up to the date of trial. Such offer of settlement shall not be admissible into evidence at the litigation except on the issue of entitlement to recovery of attorneys' fees, costs and expenses. If at any stage of the litigation, including any appeals, Contractor's claim is dismissed or found to be without merit, or if the damages awarded to Contractor on its claim do not exceed Owner's offer of settlement, Contractor shall be liable to Owner and shall reimburse Owner for all attorney's fees, costs and expenses incurred by Owner from the date of the offer of settlement until the date of the final adjudication and resolution of Contractor's claim.

2. Any dispute, claim or other matter not settled by negotiation or other means as mutually agreed upon by Owner, Contractor, and surety where applicable, shall be determined by the Court of Common Pleas for Fairfield County, Ohio, which shall have exclusive venue and jurisdiction over such matters and claims, to the exclusion of any other court, including any U.S. District Court

ARTICLE 18— MISCELLANEOUS

18.07 *Controlling Law*

SC-18.07 Amend Paragraph 18.07.A by striking out “state in which Project is located” and replacing with “State of Ohio”.

18.08 *Assignment of Contract*

SC-18.08 Deleted.

SC-18.11 Add the following new Section 18.11 immediately after Section 18.10:

18.11 *Equal Employment Opportunity and Non Discrimination*

- A. The Contractor shall comply with, and shall require all Subcontractors of any tier to comply with, the applicable equal employment opportunity and nondiscrimination statutes and regulations of the State of Ohio.

SC-18.12 Add the following new Section 18.12 to the General Conditions:

18.12 *Contract Work Hours and Safety Standard Act*

- A. All Contractors and Subcontractors, of any tier, shall comply with the applicable federal regulations for contract work hours and safety standards.

SC-18.13 Add the following new Section 18.13 to the General Conditions:

18.13 *Clean Air Act*

- A. All Contractors and Subcontractors, of any tier, shall comply with the applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857, et seq.) and the Federal Water Pollution Control Act (33 U.S. C. 1251, et seq.), as amended.

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version 10 or later			
DWG	Autodesk® AutoCAD .dwg format Version 2018			
DOC	Microsoft® Word .docx format Version Office 2019			
EXC	Microsoft® Excel .xls or .xml format Version Office 2019			
DB	Microsoft® Access .mdb format Version Office 2019			

EXHIBIT B—FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month
January	8
February	8
March	7
April	6
May	5
June	5
July	4
August	4
September	5
October	6
November	6
December	6

EXHIBIT C—GEOTECHNICAL BASELINE REPORT SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

Not Used.

CHANGE ORDER NO. _____

Owner: Fairfield County Utilities
 Engineer: PRIME AE Group, Inc. Engineer's Project No.: 20471
 Contractor: Contractor's Project No.:
 Project: Valley Force Main Improvements
 Date Issued:
 Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)	Authorized by Owner
By: _____ Title: _____ Date: _____	_____ _____ _____
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____ Title: _____ Date: _____	_____ _____ _____

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SECTION 007343 - WAGE DETERMINATION

PART 1 GENERAL

1.1 REFERENCE

- A. Prevailing wage rates, as determined by the Ohio Bureau of Employment Services (OBES) for Fairfield County, the county in which the project is located, shall be used in accordance with the provisions in Chapter 4115 of the Ohio Revised Code.

1.2 USE

- A. Keep posted, at all times, the current wage rate pages, including the first page which shows the date of expiration.
- B. Maintain, throughout the construction period, a legible, up-to-date copy. Post in a conspicuous place accessible to workers and protected from the weather.

1.3 REFERENCE

- A. Prevailing wage rates, as determined by the State of Ohio for the applicable work.

1.4 USE

- A. Keep posted, at all times, the current wage rate front page of each Section showing the dates of publication.
- B. Maintain, throughout the construction period, a legible, up-to-date copy. Post in a conspicuous place accessible to workers and protected from the weather.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION 007343

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Contract description.
2. Work by Owner or other Work at the Site.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes the Construction of a new 6,211 linear feet of 14-inch diameter sanitary force main beginning at the Valley Lift Station and ending at the Tussing Road Water Reclamation Facility (WRF) property. Horizontal directional drilling (HDD) construction methods will be utilized for all roadway crossings and two stream crossings (see Drawings). An existing 8-inch and 10-inch diameter force main (not in service) will be removed during some portions of the open cut alignment. Other improvements at the Valley Lift Station site include new 14-inch diameter force main piping, new 8-inch diameter headers that extend out of the valve vault, two camlock connections, six gate valves and boxes, a new meter vault, and connecting the new 14-inch force main to the existing 12-inch force main in service. The new meter vault will be a 6-foot by 8-foot precast concrete structure approximately 3 feet above grade and will include a sump pump and safety features. Power at the main control panel will be rerouted to the new meter vault to supply power to the flow meter and sump pump. The existing meter vault at the lift station site will be demolished. Bypass pumping will be required during part of the project.
- B. Use Drawings as necessary to define extent of Contract; include affected temporary facilities, site work, and utilities.

1.3 WORK BY OWNER OR OTHERS

- A. Coordinate Work with utilities of Owner and public or private agencies.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 011000

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SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Application for Payment.
- B. Change procedures.
- C. Defect assessment.

1.2 APPLICATION FOR PAYMENT

- A. Submit one copy of Application for Payment on EJDC Document C-260 – Contractor’s Application for Payment and submit updated construction schedule with each Application for Payment.
- B. Payment Period: Submit at monthly intervals
- C. Submit submittals with transmittal letter as specified in Section 013300 - Submittal Procedures
- D. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Current construction photographs specified in Section 013300 - Submittal Procedures
 - 2. Partial release of liens from major Subcontractors and vendors.
 - 3. Affidavits attesting to off-Site stored products.
 - 4. Construction Progress Schedule, revised and current as specified in Section 013300 - Submittal Procedures

1.3 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.

- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on EJCDC C-942.
- E. Engineer may issue Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change
- F. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on the Work by separate or other Contractors.

1.4 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.
- C. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- D. Authority of Engineer to assess defects and identify payment adjustments is final.
- E. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION 012000

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Closeout meeting.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements
- B. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings.
 - 1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction.
- C. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.
- D. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

- A. Engineer will schedule and preside over meeting after Notice of Award.
- B. Attendance Required: Engineer, Owner, Resident Project Representative, appropriate governmental agency representatives, Construction Manager, major Subcontractors, and Contractor.
- C. Minimum Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.

3. Distribution of Contract Documents.
4. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
5. Designation of personnel representing parties in Contract, and Engineer.
6. Communication procedures.
7. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
8. Scheduling.
9. Critical Work sequencing.

- D. Contractor: Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

1.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Job superintendent, major Subcontractors, Contractors and suppliers, and Engineer, Owner, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems impeding planned progress.
 5. Review of submittal schedule and status of submittals.
 6. Review of off-Site fabrication and delivery schedules.
 7. Maintenance of Progress Schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on Progress Schedule and coordination.
 13. Other business relating to Work.
- E. Contractor: Record minutes and distribute copies to participants within two days after meeting, to Engineer, Owner, and those affected by decisions made.

1.5 CLOSEOUT MEETING

- A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
- B. Attendance Required: Contractor Construction Manager, Notify Engineer seven days in advance of meeting date.
- C. Minimum Agenda:
 - 1. Start-up of facilities and systems.
 - 2. Operations and maintenance manuals.
 - 3. Testing, adjusting, and balancing.
 - 4. System demonstration and observation.
 - 5. Operation and maintenance instructions for Owner's personnel.
 - 6. Contractor's inspection of Work.
 - 7. Contractor's preparation of an initial "punch list."
 - 8. Procedure to request Engineer inspection to determine date of Substantial Completion.
 - 9. Completion time for correcting deficiencies.
 - 10. Final cleaning.
 - 11. Preparation for final inspection.
 - 12. Closeout Submittals:
 - a. Project record documents.
 - b. Operating and maintenance documents.
 - c. Operating and maintenance materials.
 - d. Affidavits.
 - 13. Final Application for Payment.
 - 14. Contractor's demobilization of Site.
 - 15. Maintenance.
- D. Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

END OF SECTION 013000

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SECTION 013216 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. Bar chart schedules.
- D. Review and evaluation.
- E. Updating schedules.
- F. Distribution.

1.2 SUBMITTALS

- A. Schedule Updates:
 - 1. Overall percent complete, projected and actual.
 - 2. Completion progress by listed activity and subactivity, to within five working days prior to submittal.
 - 3. Changes in Work scope and activities modified since submittal.
 - 4. Delays in submittals or resubmittals, deliveries, or Work.
 - 5. Adjusted or modified sequences of Work.
 - 6. Other identifiable changes.
 - 7. Revised projections of progress and completion.
- B. Narrative Progress Report:
 - 1. Submit with each monthly submission of Progress Schedule.
 - 2. Summary of Work completed during the past period between reports.
 - 3. Work planned during the next period.
 - 4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
 - 5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
 - 6. Corrective action taken or proposed.

1.3 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel specializing in scheduling with two years' minimum experience in scheduling construction work of complexity comparable to the Project, and having use of computer facilities capable of delivering detailed graphic printout within 48 hours of request.
- B. Contractor's Administrative Personnel: 2 years' minimum experience in using and monitoring schedules on comparable Projects.

1.4 BAR CHART SCHEDULES

- A. Format: Bar chart Schedule, to include at least:
 - 1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
 - a. Subcontract Work.
 - b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
 - c. Move-in and other preliminary activities.
 - d. Equipment and equipment system test and startup activities.
 - e. Project closeout and cleanup.
 - f. Work sequences, constraints, and milestones.
 - 2. Listings identified by Specification Section number.
 - 3. Identification of the following:
 - a. Horizontal time frame by year, month, and week.
 - b. Duration, early start, and completion for each activity and subactivity.
 - c. Critical activities and Project float.
 - d. Subschedules to further define critical portions of Work.

1.5 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Engineer at each submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

1.6 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.

- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Annotate schedules to depict current status of Work.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit sorts as required to support recommended changes.
- G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect

1.7 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 013216

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Electronic CAD files of Project Drawings.
- G. Samples.
- H. Test reports.
- I. Certificates.
- J. Contractor review.
- K. Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.

1.3 SUBMITTAL PROCEDURES

- A. Identify: Project, Date, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- C. For each submittal for review, allow 15 calendar days excluding delivery time to and from Contractor.

- D. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- E. Allow space on submittals for Contractor and Engineer review stamps.
- F. When revised for resubmission, identify changes made since previous submission.
- G. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- H. Submittals not requested will not be recognized nor processed.
- I. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with Section 013216 - Construction Progress Schedule

1.5 PROPOSED PRODUCT LIST

- A. Within 15 calendar days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus two copies Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents.

1.7 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

- A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
 - 1. Use of files is solely at receiver's risk. Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
 - 2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
 - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
 - 4. Receiver shall not hold Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
 - 5. Receiver shall understand that even though Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
 - 6. Receiver shall not hold Engineer responsible for such viruses or their consequences, and shall hold Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.
- C. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- D. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.

1.8 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
 - 1. Submit to Engineer for aesthetic, color, and finish selection.
 - 2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents
- I. Informational Submittal: Design data are typically submitted for Engineer's knowledge as Contract administrator or for Owner.
- J. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- K. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.9 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.10 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.

- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.
- D. Identify each print on front. Identify name of Project orientation of view, date and time of view, name and address of photographer, and photographer's numbered identification of exposure.
- E. Digital Images: Deliver complete set of digital image electronic files to Owner with Project record documents. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as sensor, uncropped.
 - 1. Digital Images: Uncompressed TIFF format, produced by digital camera with minimum sensor size of 4.0 megapixels, and image resolution of not less than 1024 by 768
 - 2. Date and Time: Include date and time in filename for each image.

1.11 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer
- B. Contractor: Responsible for:
 - 1. Determination and verification of materials including manufacturer's catalog numbers.
 - 2. Determination and verification of field measurements and field construction criteria.
 - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
 - 4. Determination of accuracy and completeness of dimensions and quantities.
 - 5. Confirmation and coordination of dimensions and field conditions at Site.
 - 6. Construction means, techniques, sequences, and procedures.
 - 7. Safety precautions.
 - 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

1.12 ENGINEER REVIEW

- A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 20 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time stated above will be extended as necessary to

perform proper review. Engineer will review "mass submittals" based on priority determined by Engineer after consultation with Owner and Contractor Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.

- B. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- C. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, or Work Change Directive.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Testing and inspection services.

1.2 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 the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Engineer at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TESTING AND INSPECTION SERVICES

- A. Employ and pay for services of an independent testing agency or laboratory acceptable to Owner to perform specified testing.
 - 1. Before starting Work, submit testing laboratory name, address, and telephone number, and names of full-time.
 - 2. Submit copy of report of laboratory facilities' inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.
- B. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer or Owner.

- C. Reports shall be submitted by independent firm to Engineer, Contractor, and authorities having jurisdiction, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
 - 1. Submit final report indicating correction of Work previously reported as noncompliant.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent firm **24** hours before expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- E. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- F. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- G. Agency Responsibilities:
 - 1. Test Samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
 - 3. Perform indicated sampling and testing of products according to specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 - 6. Perform additional tests required by Engineer.
 - 7. Attend preconstruction meetings and progress meetings.
- H. Agency Reports: After each test, promptly submit **two** copies of report to Engineer, Contractor, and authorities having jurisdiction. When requested by Engineer, provide interpretation of test results. Include the following:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Name of inspector.
 - 4. Date and time of sampling or inspection.
 - 5. Identification of product and Specification Section.
 - 6. Location in Project.
 - 7. Type of inspection or test.
 - 8. Date of test.
 - 9. Results of tests.
 - 10. Conformance with Contract Documents.

I. Limits on Testing Authority:

1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency or laboratory may not approve or accept any portion of the Work.
3. Agency or laboratory may not assume duties of Contractor.
4. Agency or laboratory has no authority to stop the Work.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 014000

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SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 REFERENCE

- A. The requirements of Division 01 apply to the work of all other sections.

1.2 GENERAL

- A. Provide and maintain as a minimum the temporary facilities described herein. Locate all facilities where approved by Engineer and remove same at completion of the work or when otherwise directed.
- B. Comply with all laws, regulations, and safe practices.
- C. Provide temporary utilities throughout construction period as required to facilitate progress of work, to protect work, to provide safe and adequate working conditions throughout Project, to provide for public safety, and to meet all construction needs.
- D. Temporary utilities include, but are not limited to, temporary electricity, lighting, telephone, water, toilets, enclosures, signs, and traffic control.
- E. Remove all temporary utilities, repair all damage caused in installation and restore to existing condition.
- F. Codes and Standards: National Electric Code (ANSI C1); National Electric Safety Code; Federal and State requirements; Utility company regulations; Ohio Department of Transportation.

1.3 TEMPORARY UTILITIES

- A. Monitor Temporary Utilities
 - 1. Any party designated to provide a temporary utility shall be responsible for all damage to his work or to that of other Contractors caused by a defect in such utility.
 - a. Enforce compliance with applicable codes and standards.
 - b. Enforce safe practices.
 - c. Prevent abuse of services and utilities.
 - d. Prevent damage to finishes.
 - 2. Do not allow wasteful use of consumables.
- B. The General Contractor is to pay for utility services including electricity and natural gas consumption until final acceptance by the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. May be new or used, but must be adequate for the intended purpose.
- B. Must not create unsafe or unsanitary conditions nor violate requirements of applicable Codes.
- C. Comply with applicable Federal and State regulations.

2.2 FACILITIES

- A. Temporary Toilets
 - 1. Equipment: Standard products, meeting code requirements.
 - 2. Facilities: Self ventilated portable toilets, either:
 - a. Privies.
 - b. Chemical toilets.
 - c. Recirculating toilets, or
 - d. Combustion toilets.
 - 3. Toilet Tissue: Provide at each toilet, on suitable dispenser, with adequate reserve supply. Monitor daily.
- B. Field Offices
 - 1. Contractor's Office: If required, provide a weathertight office of sufficient size and facilities to accommodate Contractor's field personnel, his subcontractors, job meetings, storage of field documents, layout space for Drawings, drafting table for production of As-Built Drawings.
- C. Traffic Control Devices: Comply with the Ohio Manual of Uniform Traffic Control Devices.

PART 3 - EXECUTION

3.1 GENERAL

- A. Comply with applicable Federal and State regulations.
- B. Install work in neat and orderly manner.
- C. Make structurally, mechanically, and electrically sound throughout.
- D. Maintain to give safe, continuous services and to provide safe working conditions.
- E. Modify and extend systems as work progress requires.

3.2 FACILITIES

- A. Telephones
 - 1. Provide cell phone numbers for field personnel.

- B. Temporary Toilets
 - 1. Erect securely, anchor to prevent dislocation.
 - 2. Service as often as necessary to prevent accumulation of wastes and creation of unsanitary conditions.
 - 3. Provide the following minimum number of approved enclosed combination toilet and urinal units for construction personnel:
 - a. For less than 20 workers: 1.
 - b. For 20 or more workers: 2 per 40 workers.
 - c. Provide 2 private facilities adjacent to the Engineer's field office; one for men and one for women.
 - 4. Location
 - a. Within the project site.
 - b. Secluded from public observation.
 - c. Obtain acceptance of locations by the Engineer.
 - 5. Enclosures for Toilet Facilities
 - a. Weatherproof, sightproof, sturdy temporary enclosures.
 - b. Ventilated to meet applicable Federal and State requirements.
 - c. For enclosures accommodating two or more persons, provide privacy screens for each toilet fixture.
- C. Field Offices
 - 1. General
 - a. Locate as approved by Engineer.
 - b. All offices must be tied down to resist high winds.
- D. Project Sign: Locate sign as directed by the Engineer.
- E. Traffic Control Devices
 - 1. Contractor shall develop and submit for approval, a general traffic control plan for the project.
 - 2. Specifics of the traffic control plan shall conform to the Ohio Manual of Uniform Traffic Control Devices.
 - 3. It may be required to modify the specifics of the traffic control in order to safely protect the public.
- F. Computer
 - 1. Provide 1 computer and high speed DSL or Cable ISP.
 - 2. Computers will become property of the Owner at the completion of the Project.
- G. Removal: Each installing Contractor shall remove his temporary utility, repair all damage caused in installation and restore to original conditions.
- H. Cost of Installation, Operation and Maintenance: The Contractor will provide and maintain specified temporary utilities until Date of Substantial Completion unless otherwise indicated. Pay all costs of installation, operation and maintenance of temporary utilities.
- I. Cost of Consumables: The Contractor will pay all costs of consumables for temporary utilities unless otherwise indicated.

3.3 OTHER TEMPORARY FACILITIES

- A. General: Contractor shall provide all other facilities necessary for the proper execution of the Project.
- B. Water: Water used for pressure and bacteria testing of the completed Plant and lines is to be provided by the Owner, but facilitated by the Contractor.

3.4 PAYMENT

- A. The Contractor shall pay for all temporary facilities except as listed below.

END OF SECTION 015000

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Construction waste management plan.
 - 2. Construction waste recycling.

1.2 PLAN REQUIREMENTS

- A. Develop and implement construction waste management plan as approved by Engineer.
- B. Intent:
 - 1. Divert construction, demolition, and land-clearing debris from landfill disposal.
 - 2. Redirect recyclable material back to manufacturing process.
 - 3. Generate cost savings or increase minimal additional cost to Project for waste disposal.

1.3 SUBMITTALS

- A. Section 013300 - Submittal Procedures contains requirements for submittals.
- B. Construction Waste Management Plan: Submit construction waste management plan describing methods and procedures for implementation and monitoring compliance including the following:
 - 1. Transportation company hauling construction waste to waste processing facilities.
 - 2. Recycling and adaptive reuse processing facilities and waste type each facility will accept.
 - 3. Construction waste materials anticipated for recycling and adaptive reuse.
 - 4. On-Site sorting and Site storage methods.
- C. Submit documentation prior to Substantial Completion substantiating construction waste management plan was maintained and goals were achieved.
 - 1. Trash: Quantity by weight deposited in landfills. Include associated fees, transportation costs, container rentals, and taxes for total cost of disposal.
 - 2. Salvaged Material: Quantity by weight with destination for each type of material salvaged for resale, recycling, or adaptive reuse. Include associated fees, transportation costs, container rentals, taxes for total cost of disposal, and reimbursements due to salvage resale.

3. Total Cost: Indicate total cost or savings for implementation of construction waste management plan.

1.4 CONSTRUCTION WASTE MANAGEMENT PLAN

- A. Implement construction waste management plan at start of construction.
- B. Review construction waste management plan at preconstruction meeting and progress meetings specified in Section 013000 - Administrative Requirements.
- C. Distribute approved construction waste management plan to Subcontractors and others affected by plan requirements.
- D. Oversee plan implementation, instruct construction personnel for plan compliance, and document plan results.
- E. Purchase products to prevent waste by:
 1. Ensuring correct quantity of each material is delivered to Site.
 2. Choosing products with minimal or no packaging.
 3. Requiring suppliers to use returnable pallets or containers.
 4. Requiring suppliers to take or buy back rejected or unused items.

1.5 CONSTRUCTION WASTE RECYCLING

- A. Use source separation method or comingling method suitable to sorting and processing method of selected recycling center. Dispose nonrecyclable trash separately into landfill.
- B. Source Separation Method: Recyclable materials separated from trash and sorted into separate bins or containers, identified by waste type, prior to transportation to recycling center.
- C. Comingling Method: Recyclable materials separated from trash and placed in unsorted bins or container for sorting at recycling center.
- D. Materials suggested for recycling include:
 1. Packing materials including paper, cardboard, foam plastic, and sheeting.
 2. Recyclable plastics.
 3. Organic plant debris.
 4. Earth materials.
 5. Native stone and granular fill.
 6. Asphalt and concrete paving.
 7. Wood with and without embedded nails and staples.
 8. Glass, clear and colored types.
 9. Metals.
 10. Equipment oil.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.1 CONSTRUCTION WASTE COLLECTION

- A. Collect construction waste materials in marked bins or containers and arrange for transportation to recycling centers or adaptive salvage and reuse processing facilities.
- B. Maintain recycling and adaptive reuse storage and collection area in orderly arrangement with materials separated to eliminate co-mingling of materials required to be delivered separately to waste processing facility.
- C. Store construction waste materials to prevent environmental pollution, fire hazards, hazards to persons and property, and contamination of stored materials.
- D. Cover construction waste materials subject to disintegration, evaporation, settling, or runoff to prevent polluting air, water, and soil.

3.2 CONSTRUCTION WASTE DISPOSAL

- A. Deliver construction waste to waste processing facilities. Obtain receipt for deliveries.
- B. Dispose of construction waste not capable of being recycled or adaptively reused by delivery to landfill, incinerator, or other legal disposal facility. Obtain receipt for deliveries.

END OF SECTION 017419

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.

- B. Related Requirements:
 - 1. C-700 Standard General Conditions of the Construction Contract.
 - 2. C-800 Supplementary Conditions of the Construction Contract.
 - 3. Section 013000 Administrative Requirements.
 - 4. Section 013300 Submittal Requirements.

1.2 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number.
 5. Submit testing, adjusting, and balancing records.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 6. Advise Owner of changeover in utility services.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements.
 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment in accordance with Section 012900 Price and Payment Procedures.
 2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order,
 2. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Engineer will return annotated file.
 - b. Three paper copies. Engineer will return two copies.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

1. Submit on digital media acceptable to Owner.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - c. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - d. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
 - e. Vacuum and mop concrete.
 - f. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - g. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

- B. Construction Waste Disposal: Remove all construction waste from the site specified in Section 017419 Construction Waste Management and Disposal. Construction materials classified as construction and demolition debris shall be disposed of in a certified landfill.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations, before requesting inspection for determination of Substantial Completion.

- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION 017700

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SECTION 024119 – SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.6 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.

1.7 SOLID AND HAZARDOUS WASTE MANAGEMENT

- A. The contractor shall manage all solid and Hazardous wastes generated in carrying out the work in compliance with Ohio's solid and hazardous waste laws, ORC Chapter 3734 and the regulations promulgated thereunder.

1.8 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing

conditions are same as those indicated in Project Record Documents.

- B. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 5. Maintain fire watch during and for at least two hours after flame-cutting operations.
 6. Maintain adequate ventilation when using cutting torches.
 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
1. Clean salvaged items.

2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area off-site.
 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

029600 - TEMPORARY BYPASS PUMPING SYSTEMS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Section includes requirements for implementing a temporary pumping system for the purpose of diverting existing sewage flow around work area for duration of the project.

1.2 QUALITY ASSURANCE

- A. Follow national standards and as specified herein.
- B. Perform leakage and pressure tests on discharge piping using clean water, before operation. Notify Engineer 24 hours prior to testing.
- C. Maintain and inspect temporary pumping system every two hours. Responsible operator: on site when pumps are operating.
- D. Keep and maintain spare parts for pumps and piping on site, as required.
- E. Maintain adequate hoisting equipment and accessories on site for each pump.

1.3 SUBMITTALS

- A. Submit following Section 013300.
 - 1. Detailed plan and description of proposed pumping system. Indicate number, size, material, location and method of installation of suction and discharge piping, size of pipeline or conveyance system to be bypassed, staging area for pumps, site access point, and expected flow.
 - a. Size and location of manhole or access points for suction and discharge hose or piping.
 - b. Sections showing suction and discharge pipe depth, embedment, select fill and special backfill, if buried.
 - c. Temporary pipe supports and anchoring required.
 - d. Thrust and restraint block sizes and locations.
 - e. Sewer plugging method and type of plugs.
 - f. Bypass pump sizes, capacity, number of each size to be on site and power requirements.
 - g. Backup pump, power and piping equipment.
 - h. Calculations of static lift, friction losses, and flow velocity. Pump curves showing pump operating range.
 - i. Design plans and computation for access to bypass pumping locations indicated on drawings.
 - j. Calculations for selection of bypass pumping pipe size.
 - k. Method of noise control for each pump and/or generator.

- l. Method of protecting discharge manholes or structures from erosion and damage.
- m. Schedule for installation and maintenance of bypass pumping lines.
- n. Procedures to monitor upstream mains for backup impacts.
- o. Procedures for setup and breakdown of pumping operations.
- p. Emergency plan detailing procedures to be followed in event of pumpfailures, sewer overflows, service backups, and sewage spillage.
 - 1) Maintain copy of emergency plan on site for duration of project.

B. Submit following Section 014000.

- 1. Certify bypass system will meet requirements of codes, and regulatory agencies having jurisdiction.

1.4 CONTRACTORS RESPONSIBILITY FOR OVERFLOWS AND SPILLS

- A. Schedule and perform work in manner that does not cause or contribute to incidence of overflows, releases or spills of sewage from sanitary sewer system or bypass operation.

1.5 DELIVERY AND STORAGE

- A. Transport, deliver, handle, and store pipe, fittings, pumps, ancillary equipment and materials to prevent damage and following manufacturer's recommendations.
 - 1. Inspect all material and equipment for proper operation before initiating work.
- B. Material found to be defective or damaged due to manufacturer or shipment.
 - 1. When Engineer deems repairable: Repair as recommended by manufacturer.
 - 2. When Engineer deems not repairable: Replace as directed by Engineer before initiating work.
 - 3. Repair or replacement of defective or damaged material and equipment will be at no cost to Commission.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Discharge and Suction Pipes: Approved by Engineer.
 - 1. Discharge piping: Determined according to flow calculations and system operating calculations.
 - 2. Suction piping: Determined according to pump size, flow calculations, and manhole depth following manufacturer's specifications and recommendations.
- B. Polyethylene Plastic Pipe:
 - 1. High density solid wall and following ASTM F714 Polyethylene (PE) Plastic Pipe (SDR-DR) based on Outside Diameter, ASTM D1248 and ASTM D3550
 - 2. Homogenous throughout, free of visible cracks, discoloration, pitting, varying wall thickness, holes, foreign material, blisters, or other deleterious faults.

- C. High-Density Polyethylene (HDPE).
 - 1. Homogenous throughout, free of visible cracks, discoloration, pitting, varying wall thickness, holes, foreign material, blisters, or other deleterious faults.
 - a. Defective areas of pipe: Cut out and joint fused as stated herein.
 - 2. Assembled and joined at site using couplings, flanges or butt-fusion method to provide leak proof joint. Follow manufacturer's instructions and ASTM D 2657.
 - a. Threaded or solvent joints and connections are not permitted.
 - 3. Fusing: By personnel certified as fusion technicians by manufacturer of HDPE pipe and/or fusing equipment.
 - 4. Butt-fused joint: True alignment and uniform roll-back beads resulting from use of proper temperature and pressure.
 - a. Allow adequate cooling time before removal of pressure.
 - b. Watertight and have tensile strength equal to that of pipe.
 - c. Acceptance by Engineer before insertion.
 - 5. Use in streams, storm water culverts and environmentally sensitive areas.

- D. Flexible Hoses and Associated Couplings and Connectors.
 - 1. Abrasion resistant.
 - 2. Suitable for intended service.
 - 3. Rated for external and internal loads anticipated, including test pressure.
 - a. External loading design: Incorporate anticipated traffic loadings, including traffic impact loading.
 - 4. When subject to traffic loading, compose system, such as traffic ramps or covers.
 - a. Install system and maintain H-20 loading requirements while in use or as directed by the Engineer.

- E. Valves and Fittings: Determined according to flow calculations, pump sizes previously determined, and system operating pressures.

- F. Plugs: Selected and installed according to size of line to be plugged, pipe and manhole configurations, and based on specific site.
 - 1. Additional plugs: Available in the event a plug fails. Plugs will be inspected before use for defects which may lead to failure.

- G. Aluminum "irrigation type" piping or glued PVC piping will not be permitted.

- H. Discharge hose will only be allowed in short sections when approved by Engineer.

2.2 EQUIPMENT

- A. Pumps.
 - 1. Fully automatic self-priming units that do not require the use of foot-valves or vacuum pumps in priming system.
 - 2. Electric or diesel powered.
 - 3. Constructed to allow dry running for long periods of time to accommodate cyclical nature of effluent flows.

- B. Provide:
 - 1. Necessary stop/start controls for each pump.
 - 2. One standby pump of each size maintained on site.
 - a. On-line, isolated from primary system by a valve.
 - 3. Quiet flow pumps at request of Engineer.

2.3 DESIGN REQUIREMENTS

- A. Bypass pumping systems:
 - 1. Sufficient capacity to pump peak flow of 500 gallons per minute (gpm).
 - a. Peak flows greater than 500 gpm as approved by Engineer.
 - b. Owner will provide flow data for bypass system.
 - 2. Operate 24 hours per day.
- B. Provide pipeline plugs and pumps of adequate size to handle peak flow, and temporary discharge piping to ensure total flow of main can be safely diverted around section to be repaired.

PART 3 EXECUTION

3.1 PREPARATION

- A. Determining location of bypass pipelines.
 - 1. Minimal disturbance to existing utilities.
 - a. Field locate existing utilities in proposed bypass area.
 - 2. Obtain approvals for placement within public or private property.
 - 3. Obtain Engineer's approval of location.
 - 4. Costs associated with relocation of utilities and obtaining approvals at no cost to the Commission.

3.2 INSTALLATION AND REMOVAL

- A. Provisions and requirements must be reviewed by Engineer before starting construction.
- B. Remove manhole sections or make connections to existing sewer and construct temporary bypass pumping structures at access location indicated on Drawings and as required to provide adequate suction conduit.
- C. Plugging or blocking of sewage flows shall incorporate a primary and secondary plugging device. When plugging or blocking is no longer needed for performance and acceptance of work, remove in a manner that permits the sewage flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.
- D. When working inside manhole or force main, exercise caution. Follow OSHA, Local, State and Federal requirements. Take required measures to protect workforce against sewer gases and/or combustible or oxygen-deficient atmosphere.

- E. Installation of Bypass Pipelines:
 - 1. Pipeline may be placed along shoulder of roads.
 - a. Do not place in streets or sidewalks.
 - 2. When bypass pipeline crosses local streets and private driveways, place in roadway ramps.
 - a. When roadway ramps cannot be used, place bypass in trenches and cover with temporary pavement as approved by Engineer.
- F. During bypass pumping operation, protect sewer lines from damage inflicted by equipment.
- G. Upon completion of bypass pumping operations, and after the receipt of written permission from Engineer, remove piping, restore property to pre-construction condition and restore pavement.

END OF SECTION 029600

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SECTION 055534 – ACCESS HATCHES

PART 1 - GENERAL

1.1 REFERENCE

- A. All applicable requirements of other portions of the Contract Documents apply to the work of this Section, including but not limited to Division 01, General Requirements.

1.2 DESCRIPTION OF WORK

- A. Work of this Section includes:
 - 1. Access hatch for the flow meter valve vault.

1.3 SUBMITTALS

- A. All submittals shall conform completely to the requirements of the Contract Documents, including all requirements set forth in Division 01 Section “Submittal Procedures”.
- B. Shop Drawings
- C. Product data

1.4 QUALITY ASSURANCE

- A. Manufacturer: A minimum of 5 years experience manufacturing similar products.
- B. Installer: A minimum of 2 years experience installing similar products.
- C. Manufacturer’s Quality System: Registered to ISO 9001 Quality Standards including in-house engineering for product design activities.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer’s original packaging. Store materials in a dry, protected, well-vented area. Inspect product upon receipt and report damaged material immediately to delivering carrier and note such damage on the carrier’s freight bill of lading.

1.6 WARRANTY

- A. Manufacturer’s Warranty: Provide manufacturer’s standard warranty. Materials shall be free of defects in material and workmanship for a period of twenty five years from the date of purchase. Should a part fail to function in normal use within this period, manufacturer shall furnish a new part at no charge

PART 2 - PRODUCTS

2.1 Aluminum Access Hatches

- A. Covers with Frames for Drainage
 - 1. Design Loadings and Sizing: Design for live load capacity of 300 psf.
 - 2. Thickness of Frames and Doors Leaves: 1/4 inch thick, minimum.
 - 3. Provide stainless steel hinges, springs, and all other hardware.
 - 4. Product and Manufacturer
 - a. Type J by The Bilco Company.
 - b. Engineer-Approved Equal
- B. Door Leaf Surface: Checkered, diamond plate, or other approved non-slip surface.
- C. Frame Anchors: Aluminum anchor flanges or strap anchors.
- D. Door Opening Mechanism
 - 1. Hold-Open Device.
 - 2. Door Leaves Ten Square Feet and Larger: Torsion bar springs or other approved means for counterbalanced operation.
- E. Cover Latch: Flush exterior locking device with removable handle and interior turn handle. Include locking hasp to receive Owner's padlock on exterior.
- F. Aluminum Covers: Mill-finished. Protect finish with a factory-applied coating of lacquer standard with the manufacturer.
- G. Drain Coupling: Provide a 1-1/2" (38mm) drain coupling located in the right front corner of the channel frame
- H. Aluminum Material
 - 1. Extruded shapes and tubes: ASTM B221 or B308, 6061-T6.
 - 2. Extruded pipe: ASTM B429, 6063-T6.
 - 3. Plate and sheet: ASTM B209, alloy 3003-H16. Use alloy 5005 H16 where anodic coatings will be applied.
 - 4. Bars, rods and wire: ASTM B211.
 - 5. Castings: ASTM B26 or B108; alloy 214 for natural anodized finish, and alloy 43 for color anodized or baked enamel finish; except as otherwise recommended by aluminum producer or finisher.
 - 6. Forgings: ASTM B247, alloy 6061-T6.
- I. Provide safety grate below hatch or provide stainless steel safety chain across opening.
 - 1. Safety Grate shall be designed to combine covering of the hole per OSHA standard 1910.23 and shall include fall-through protection and controlled confined space entry. The safety grate shall be made of 6061-T6 aluminum with a minimum ultimate strength of 38,000 psi and a minimum yield strength of 35,000 psi, per ASTM B221. Grate design shall use safety factors as defined in the "Specifications for Aluminum Structures" by the Aluminum Association, Inc., 5th addition, Dec. 1986 for "Bridge Type Structures." Aluminum grating shall be designed to withstand a minimum live load of 300 lbs per sq ft. Deflection shall not exceed 1/150th of the span. Aluminum grate openings shall be 5 inch

x 5 inch, which will allow visual inspection of the pit once the access hatch is opened. Each Aluminum grate shall be provided with a permanent hinge system which will lock the grate in the 90 degree position once opened. Design of the system must assure fall through protection is in place after the door has been closed, thereby protecting the next operator. Each grate shall have an opening arm with a red vinyl grip handle, which will allow opening of the grate, while providing the grate as a barrier between the operator and the pit. The opening arm shall also be equipped with a controlled confined space entry locking device (lock provided by others). This locking device will prevent unauthorized entry to the confined space. The grating system will allow anyone to make visual inspection and float adjustments without entering the confined space. Grate shall be painted with high visibility safety yellow paint. Panels shall be aluminum with a powder coat paint finish and designed to meet OSHA 29 CFR 1926.502(c) requirements for fall protection. Welding shall be in accordance with ANSI/AWS D1.2-90 Structural Welding Code for Aluminum.

- J. The contractor shall post the following signs on every aluminum hatch door frame. Signs shall be according to State and Federal OSHA requirements. Signs shall be 0.063" aluminum with rounded corners and ¼" I.D. corner eyelets for mounting. Paint or ink shall be weather-resistant, and the face of the sign shall be covered with a clear mylar topcoat. Signs shall be attached with stainless steel self-tapping screws or other appropriate aluminum or stainless steel fasteners. Signs shall be mounted such that the do not represent a tripping hazard.
 - 1. 5" x 7" sign with the following text: "DANGER: CONFINED SPACE: ENTER BY PERMIT ONLY"
 - 2. 5" x 7" sign with the following text: "FALL PROTECTION REQUIRED"

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and openings for compliance with requirements for installation tolerances and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install products in strict accordance with manufacturer's instructions and approved submittals. Locate units level, plumb, and in proper alignment with adjacent work.
 - 1. Test units for proper function and adjust until proper operation is achieved.
 - 2. Repair finishes damaged during installation.
 - 3. Restore finishes so no evidence remains of corrective work.

3.3 ADJUSTING AND CLEANING

- A. Clean exposed surfaces using methods acceptable to the manufacturer which will not damage finish

END OF SECTION 055534

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SECTION 260010 - BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Related and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SCOPE

- A. The work shall include the furnishing of systems, equipment and materials specified in this Division and as called for on the Drawings, to include: supervision, operations, methods and labor for the fabrication, installation, start-up and tests for the complete electrical installation.
- B. Drawings for the work are diagrammatic, intended to convey the scope of the work and to indicate the general arrangement and locations of the work. Because of the scale of the Drawings, certain basic items such as conduit fittings, access panels, sleeves, pull and junction boxes may not be shown. Where such items are required by Code or by other Sections, or where they are required for proper installation of the work, such items shall be included.
- C. Equipment Specification may not deal individually with minute items such as components, parts, controls and devices which may be required to produce the equipment performance specified or as required to meet the equipment warranties. Where such items are required, they shall be included by the supplier of the equipment, whether or not specifically called for.

1.3 ELECTRICAL REFERENCE SYMBOLS

- A. Symbols used on the floor plans are defined in the Electrical Symbols Schedule on the Drawings. Not necessarily will all symbols scheduled be required for the project.
- B. The symbols used for schematic or one line power and control wiring diagrams are American Standard Graphical Electrical Symbols and are published in American Standard Chart Z32.3.

1.4 PERMITS, INSPECTIONS AND CODES

- A. The Contractor shall secure and pay for all permits and inspections required by the governing authorities for the prosecution of the electrical work. All permits and certificates of inspection and approval signed by the controlling building department shall become the property of the Owner.

- B. All wiring shall be in compliance with the current edition of the National Electric Code, applicable State and City regulations and OSHA. In cases of conflict between Code and Specifications, the more restrictive requirements shall govern.

1.5 VISIT TO THE SITE

- A. The Electrical Contractor shall be required to visit the site of the work and familiarize himself with all such conditions affecting the work. The submission of his bid proposal shall presuppose his knowledge of all such conditions.

1.6 WORKMANSHIP

- A. Employ only experienced craftsmen under direct supervision of a full time competent foreman.
- B. Keep fully informed as to progress of work, so that work of this Division may be built into place in sufficient time to insure against delay to other trades, and to prevent misalignments or damage to electrical work.
- C. All work shall be completed in a neat and workmanlike manner as described and illustrated in the ANSI standards publication "*NECA 1-2000 Standard Practices for Good Workmanship in Electrical Contracting*".

1.7 COORDINATION, CONDUCT AND SCHEDULING OF WORK

- A. Drawings are diagrammatic, indicating general arrangement, approximate sizes, general locations of equipment and outlets. Verify dimensions in field; adjust to manufacturer's shop drawings. Do not scale drawings.
- B. Architectural and structural drawings supersede electrical drawings. Determine that work of this Division can be accommodated within spaces provided. Notify Construction Manager and/or Architect of any interferences before starting installation.
- C. Determine sizes, locations for chases, openings necessary for installation of electrical work; cooperate with other trades in setting of sleeves, inserts and hangers.
- D. Coordinate and schedule all proposed power or utility cutovers and shutdowns in advance with the Owner. Where required by the Owner, perform cutover work during non-business hours or on weekends. Existing services shall be removed only after cutover to new services.
- E. Coordinate this work with all trades, serving utilities and equipment suppliers. Arrange operation, submittal approvals and equipment delivery, so as not to delay installation or completion of any parts of interrelated work so that construction may proceed on schedule.
- F. Cooperate with Mechanical trades in preparing interference drawings for points where there is possible conflict between trades. Exact locations of pipes, ducts, conduit based on

field measurements with final arrangement to be determined by intra-trade agreements subject to Construction Manager's and/or Architect's review.

- G. Architect reserves the right to make reasonable changes in indicated locations without extra cost to the Owner.
- H. Drawings other than electrical drawings, and other sections of this Specification, may show or specify electrically operated equipment, wiring diagrams, etc. The Contractor shall examine all such drawings and specification sections and become familiar with the characteristics and required connections for all equipment.
- I. Conduits, wiring and equipment shall be arranged substantially as indicated. Any change resulting in a savings in labor or material shall be made only in accordance with a contract change order. Deviations shall be made only where necessary to avoid interferences and only after drawings showing the proposed deviations have been submitted to and approved by the Architect.

1.8 MATERIALS

- A. All equipment and devices shall be new and shall conform to NEMA and Underwriters' Laboratories Standards. Where Specifications describe, or plans show, materials or equipment of higher quality than required by code and local ruling, the Drawings and Specifications shall govern the quality of the material or equipment.
- B. Materials and equipment used as extensions to existing special systems shall be of matching electrical characteristics for satisfactory operation of the complete system and shall be of the same manufacture and design unless otherwise approved.
- C. The Contractor shall submit proof, if requested by the Architect, that the materials, appliances, equipment or devices that he furnishes and installs under this contract, meet the requirements of the Underwriters' Laboratories, Inc. and its publications will be referred to hereinafter by the abbreviation UL, with or without additional identifying symbols.
- D. The National Electrical Code (NEC) of the National Fire Protection Association, and Publications and Standards of the organizations listed below are referenced herein by the abbreviations noted in parentheses, with or without additional identifying symbols. Unless otherwise specified, all work shall be manufactured, tested and installed in accordance with such reference standards.
 - 1. American Society for Testing and Materials (ASTM)
 - 2. Underwriters' Laboratories, Inc. (UL)
 - 3. Insulated Power Cable Engineers Association (IPCEA)
 - 4. National Electrical Manufacturers Association (NEMA)
 - 5. Institute of Electrical and Electronic Engineers (IEEE)
 - 6. American National Standards Institute, Inc. (ANSI)
 - 7. National Fire Protection Association (NFPA)

1.9 GUARANTEE

- A. The Electrical Contractor shall guarantee for a period of one year that all work and equipment will remain free from all defects in workmanship and materials, and that it will comply with all the specific requirements of the Specifications and other Contract Documents governing the work.
- B. All work found to be defective will be replaced with new work meeting all the requirements of the Contract. The Electrical Contractor will bear all costs of supplying such new work, and installing and finishing same, and will assume all costs for replacing other work damaged by the removal and replacement of any of the work. The Electrical Contractor will bear all costs for freight, drayage and demurrage, and all labor in connection therewith.

1.10 SUBMITTALS

- A. This Contractor shall prepare or obtain from the manufacturer certified shop drawings for all equipment and material to be furnished as indicated in each of the individual Specification Sections.
- B. Submit hard copies of each submittal to the Architect for approval before proceeding with installation or construction. Refer to Division 1 specifications for further instructions. Electronic submittals are not acceptable.
- C. AutoCAD floor plans are available to Vendors and Contractors to assist in generation of shop drawings. A nominal fee will be charged to prepare the plans for transmission. Refer to Attachment "A" of this specification section for the required faxable "Electronic File Transfer Agreement" form.
- D. Prior to the signing of the contract, the successful bidder shall submit to the Architect a list of manufacturers of the major items of equipment he proposes to furnish and the names of any subcontractors he proposes to employ.

1.11 SUBSTITUTION

- A. Bidders desiring to make a substitution for the specified brand or method shall list such proposed substitution. In each case state the difference in price where substitution is offered. If there is no difference in price, so state.
- B. It shall be understood that the proposal submitted shall be based on the different branches of work and materials specified, and that the Owner is entitled to the use of the materials so specified. Substitution sheet shall be signed and dated by the Electrical Contractor and shall be formatted as follows:

Brand or make specified	Proposed Substitution	Add	Deduct
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1.12 NAMEPLATES AND LABELS

- A. The Electrical Contractor shall furnish and install a system of nameplates designed to identify each piece of equipment, control unit thereon, and major distribution points. The following color scheme shall be used as a guide:
 - 1. For switchboards, panelboards, control centers, panels, switches, and devices served by "normal" power, use black plastic laminated nameplates with white engraved letters. For equipment served by "emergency" power, use red plastic laminated nameplates with white engraved letters. Unless noted otherwise on the drawings, nameplates shall identify equipment name/designation.
 - 2. For fire alarm system cabinet and panels, use red laminated plastic nameplates with white engraved letters.
 - 3. Size of nameplates shall be made to readily differentiate between, and identify, equipment and usage. Nameplate identifying items that are transferred to emergency power shall carry a nameplate saying "EMERGENCY".
 - 4. Exposed feeder conduits shall be identified as to load fed and voltage (Normal or Emergency) with 1" high black stenciled letters and numerals; conduit shall be marked every 50 feet and at the supply end of the feeder. This shall include all "spare" conduits.
- B. A label reading "contains emergency circuits" shall be installed on all boxes and enclosures that contain emergency powered circuits to comply with NEC Article 700. Labels shall be installed on front covers of all pullboxes, junction boxes and control enclosures.
- C. Fasten nameplates to all enclosures by use of self-adhesive material.
- D. The Electrical Contractor shall furnish and install Arc Flash Warning labels in a clearly visible location on the front trim of all switchboards, panelboards (inside the hinged panel cover), industrial control panels, meter socket enclosures, and motor control centers to comply with NEC Article 110.

1.13 CLEANING AND PAINTING

- A. Touch up and repair any damaged factory finishes on equipment and materials furnished. Other painting will be done under the Painting Division of the Specifications.
- B. Remove any rust spots and prime with rust inhibitive paint any metal surfaces of electrical devices not provided with rust inhibitive coatings. Then apply one coat of paint in color as directed by Architect.
- C. Swab interiors of conduits clean and dry before pulling wire. Clean interiors of boxes and cabinets before installing trims and covers.

1.14 TESTS

- A. Systems shall be tested by the Electrical Contractor and placed in proper working order prior to demonstrating systems to Owner.
- B. After work is completed a load balance test shall be made by the Electrical Contractor to demonstrate that with full lighting and mechanical load the balance between phases is within 5%. Unbalance beyond this limit shall be corrected. Special care shall be taken during load balance adjustments to assure that reverse rotation of motors does not occur.
- C. System ground shall be tested to demonstrate that the ground resistance does not exceed the requirements of NEC.
- D. Perform such tests as required by authorities having jurisdiction over the site.
- E. Perform tests as described in all subsequent sections of the Electrical Specifications.

1.15 DEMONSTRATIONS

- A. Prior to acceptance of the work, the Contractor shall demonstrate to the Owner or his designated representative all features and functions of all systems and shall instruct the Owner in the proper operation of the systems. Each system shall be demonstrated once.
- B. The demonstrations shall consist of not less than the following:
 - 1. Point out the actual location of each component of a system and demonstrate its function and its relationship to other components within the system.
 - 2. Demonstrate the electrical systems by actual "start-stop" operation showing how to work controls, how to reset protective devices, how to replace fuses, and what to do in an emergency.
 - 3. Demonstrate communication, signal, alarm and detection systems by actual operation of the systems and show how to reset signal, alarm and detection devices.
- C. Systems to be demonstrated shall include but not be limited to the following:
 - 1. Service and Power Distribution Systems
 - 2. Lighting and Lighting Controls Systems
 - 3. Emergency Lighting Systems
 - 4. Motor and Equipment Control
 - 5. Alarm Detection and Signal Systems
 - 6. Communication Systems
 - 7. Standby Power System
- D. Contractor shall furnish the necessary trained personnel to perform the demonstrations and instruction, and shall arrange to have the manufacturer's representatives present to assist with the demonstrations.

- E. Contractor shall coordinate dates and times for performing all demonstrations with the Owner.

1.16 OPERATION AND MAINTENANCE MANUALS

- A. Electrical Contractor shall furnish to the Owner operation/maintenance manuals as described in the Division 1 Specifications.
- B. Manuals shall meet or exceed all Specification requirements and shall minimally include three (3) individually bound and indexed (thumb tabbed) manuals. Each manual shall provide operating instructions, maintenance manuals, spare parts listing, copies of warranties, wiring diagrams, inspection procedures and shop drawings on all equipment and systems.
- C. Unless otherwise directed by the Architect, each manual shall be bound in a heavy-duty, 3 inch, three-ring vinyl covered binder with pocket folders for drawings and folded sheet information. Each binder shall be identified on both the front and the spine.

1.17 AS-BUILT DRAWINGS

- A. As work progresses during the construction period, the Electrical Contractor shall record (on a dedicated set of bid drawings) any deviations from the design drawings. The completed record set of as-built drawings shall be delivered to the Architect prior to the Electrical Contractor's request for final payment.
- B. As-built documentation shall meet or exceed all Specification requirements.

1.18 PROJECT CLOSE-OUT

- A. The installing Contractor shall contact the Engineers' office upon completion of the installation to request final inspection. At that time the following documents shall be assembled and provided for review at the job site:
 - 1. Photocopies of all branch panel schedules.
 - 2. Photocopies of all signed electrical inspection permits.
 - 3. O & M Manuals (as described above).
 - 4. Photocopies of certified test results, as required by all specification sections.
 - 5. "As-Built" print set.
 - 6. Photocopy of Printout from Fire Alarm System listing device addresses and custom labels.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION 260010

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SECTION 260053 - GENERAL WIRING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Provide materials, equipment, labor and supervision necessary to install feeder, branch, control, and system circuits as required by the Drawings and this Section, to include:
 - 1. Conductors
 - 2. Conduit Fittings and Boxes
 - 3. Overcurrent Protection
 - 4. Panelboards
 - 5. Conduit Hangers and Supports
 - 6. Wiring Devices
 - 7. Motor and Equipment Connections

1.3 STANDARDS AND CODES

- A. Methods of fabrication and installation shall comply with the provisions of applicable articles in the NEC.
- B. Materials shall be UL and NEC approved for the application intended.

PART 2 - PRODUCTS

2.1 RELATED EQUIPMENT AND MATERIAL

- A. The equipment and material related to feeder and branch circuit systems as called for on the Drawings and specified in the electrical specifications.
- B. The materials used in the installation of general wiring shall be products of manufacturers regularly engaged in the manufacturing of the specified material. Where a manufacturer is named for a particular material, the material of other manufacturers will be accepted provided the material meets requirements of the Specification.

2.2 APPROVED WIRING SYSTEMS

- A. All raceways, conductors, and wiring systems furnished and installed under this project shall be restricted to that specifically described on the electrical construction drawings and/or in the electrical specifications.

- B. Unless specifically allowed in Specification Section 260111 or in the contract electrical drawings, the Electrical Contractor shall not install Type AC armored cable, Type FC flat cable, Type FCC flat conductor cable, Type MC metal-clad cable, Types NM / NMC / NMS nonmetallic sheathed cable, Types SE / USE service cable or Type UF underground feed cable.

PART 3 - INSTALLATION

3.1 GENERAL

- A. All wiring shall be furnished and installed complete from point of service connection to all receptacles, lighting fixtures, clocks, fans, power outlets and outlets for future extensions, etc., as indicated on the drawings. Ample slack wire shall be provided for motor loops, service connections, etc. Unless otherwise specified, all branch circuit conductors shall be # 12 AWG or larger. In outlet boxes for future installation of devices, ends of wires shall be taped and tagged for identification at both ends and outlets supplied with blank covers.
- B. All conductors not larger than #10 located in branch circuit panelboards, signal cabinets, signal control boards, switchboards and motor control centers shall be neatly and securely bundled. All conductors larger than #10 located in switchboards, motor control centers and pull boxes shall be neatly and securely cabled in individual circuits. Bundling and cabling shall be done with either (1) marlin twine or 3 ply lacing or (2) nylon straps made of self-extinguishing nylon having temperature range of 65°F to 350°F. Each strap shall be constructed with a locking hub or head on one end and a taper on the other. Arcproofing, where required on feeders shall be applied after cabling.
- C. Branch circuit conductors to internal wiring connections of an individual surface or recessed fluorescent lighting fixture housing or the first unit of a surface or recessed multiple unit fluorescent lighting fixture housing shall be Type XHHW or THHN.
- D. Branch circuit wiring within fixture wireways of multiple unit sections or surface, recessed or pendant type fluorescent lighting fixtures shall be minimum #12 AWG stranded XHHW or THHN.

3.2 FEEDER CIRCUITS

- A. A riser diagram, distribution diagram, and/or a general layout of feeder circuits are indicated on the Drawings. Where feeders are located on the drawings, the Contractor shall install the feeders generally as indicated, but shall determine the exact location and routing of feeders to best fit the field conditions.
- B. In general, conductor sizes for feeder circuits are noted on the Drawings. Where conductor sizes for feeder circuits are not shown, the Contractor shall immediately notify the Engineer, who in-turn, will provide the missing information and further directives.

- C. Feeder conductors shall be routed continuous from origin to destination, without splicing, unless specifically noted otherwise on plans.
- D. Refer to Section 260120 for feeder conductor insulation, color coding, connectors, and support requirements.

3.3 BRANCH AND SYSTEM CIRCUITS

- A. A general layout of branch circuit wiring is indicated on the Drawings. Generally, receptacles and appliances shall be on separate circuits from lighting.
- B. Branch panel circuits are numbered to match NEMA pole numbering system; poles 1 and 2 - Phase A, poles 3 and 4 - Phase B, poles 5 and 6 - Phase C, etc.
- C. Where homerun circuit numbers are shown on drawings, such numbers shall be followed in connecting circuits to panelboards.
- D. Multi-wire branch circuits (as defined by NEC) are not permitted to be utilized. It is therefore required that a dedicated neutral conductor be installed for each single-phase branch circuit (as shown on plans). This installation requirement avoids NEC Article 210.4 necessity for multi-pole disconnecting means of multi-wire branch circuits. Multi-pole disconnecting means of individual single-pole branch circuits is not permitted.
- E. Where panelboard cabinets are recessed, conduits with sufficient capacity to carry the required number and size of future conductors for all spare branch circuit protective devices and spaces in the panelboard shall be stubbed out above accessible ceilings. In no case shall there be less than three 3/4" conduit stubbed out.
- F. Branch circuit conductor sizes shall minimally be #12 AWG. Where the length of a homerun, from panel to first outlet, exceeds 75 feet for a 120 volt circuit or 175 feet for a 277 volt circuit, the minimum conductor size shall be #10 AWG.
- G. In general, conductor sizes for larger branch circuits, such as motor and equipment branch circuits, are noted on Drawings. Where conductor sizes for such circuits are not noted, Contractor shall provide branch circuit conductors sized as follows:
 - 1. Conductors for individual motor branch circuits shall have ampere capacity of not less than 125% of the running current of the motors (Article 430.22, NEC).
 - 2. Conductors for multiple motor branch circuits shall have ampere capacity of not less than 125% of the running current of the largest motor plus 100% of the running current for each additional motor connected to the circuit (Article 430.24, NEC).
 - 3. Conductors for individual or multiple equipment branch circuits shall have an ampere capacity of not less than 125% of the total connected ampere load served by the branch circuit.
- H. Where specific conductor sizes required by the Drawings are larger than the NEC requires, the larger sizes shall be installed.

- I. Cables shall not be bent, either permanently or temporarily during installation, to radii less than 10 times the outer diameters, except where shorter radii are approved for conditions making the specified radius impractical.
- J. No. 14 AWG wire and smaller shall be permitted only for systems control and alarm circuits.
- K. All wiring for the individual specified systems (fire alarm, telephone/data, intercom, paging, etc.) shall be as scheduled on the drawings and/or as described within the appropriate spec Sections.
- L. Refer to Section 260120 for conductor insulation, color coding, connectors, and support requirements.

END OF SECTION 260053

SECTION 260054 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Furnish materials, tools, labor and supervision necessary to cut and patch walls, floors, ceilings, etc as required for the installation of the electrical work.

1.3 DESCRIPTION

- A. This Section describes the cutting and patching required by the installation of the electrical work and for the removal of existing electrical devices and wiring.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Provide proper materials to properly cut and patch the construction.
- B. Provide firestopping to maintain wall and floor ratings, as described in subsequent specification section.

PART 3 - EXECUTION

- A. This Contractor shall provide all holes and channels required for concealed installation of electrical wiring and equipment.
- B. Holes and channels shall be cut as small as practical and in a manner satisfactory to the Owner.
- C. This Contractor shall patch and finish sand all holes and channels cut for the installation of electrical wiring and electrical equipment and shall patch all damage caused by the installation and/or removal of electrical wiring and equipment.
- D. Finishing (paint, wall covering, etc.) shall not be included under this Section unless indicated otherwise on the Drawings.

END OF SECTION 260054

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SECTION 260060 - EXCAVATING, TRENCHING, BACKFILLING AND RESTORATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Furnish materials, tools, labor and supervision necessary to provide all excavating, trenching and backfilling required for the proper installation of electrical equipment and wiring.
- B. Exact routing of trenching shall be determined by the Electrical Contractor and approved, in advance, by the Construction Manager and the Engineer.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION

3.1 INSTALLATION

- A. The Electrical Contractor shall perform all excavating and trenching required for light pole bases, underground wiring, conduit and duct banks and shall backfill trenches and excavations after work has been inspected.
 - 1. Trenches shall be opened in straight lines and bottomed out at least 4" below conduits or ducts. Minimum depth as indicated shall be maintained between top of largest conduit or duct and finish grade.
 - 2. Care shall be taken in excavating that walls and footings and adjacent load bearing soils are not disturbed in any way, except where lines must cross under a wall footing. Where a line must pass under a footing, the crossing shall be made by the smallest possible trench to accommodate the duct or conduit.
 - 3. Excavations shall be kept free from water by pumping if necessary. No greater length of trench shall be left open, in advance of conduit laying or duct installation, than that which is authorized or directed by the Construction Manager and/or the Architect.
 - 4. Contractor shall cut any interfering trees, remove all stumps, rocks, etc. in the line of the excavation. Approval of the Engineer must be obtained before any tree is removed.
 - 5. Any shrubbery in line of excavation shall be removed with a ball of dirt and replaced at completion of excavation.
 - 6. Roots shall be removed to a level of eighteen (18) inches below finished grades and deeper as required for duct runs, manholes, and light pole bases. No roots shall be allowed to remain under the work.

- B. The Electrical Contractor shall perform all backfilling associated with the above described excavation work.
 - 1. Backfill about the structures shall be placed, when practical, as the work of construction progresses. Backfilling on or against concrete work shall be done only when directed.
 - 2. Backfilling of duct lines shall progress as rapidly as the testing and acceptance of the finished sections of the work will permit and shall be carried to a crown approximately six (6) inches above the existing grades. In backfilling around duct lines, selected material shall be compacted firmly around and to a depth of not less than six (6) inches over the top of the duct. Rough grading shall be compacted thoroughly in layers and shall be brought up to within six (6) inches of finished grades. Fill and backfill shall be clean and free from vegetable matter, sticks, rocks and refuse.
 - 3. Backfill under roadways, drives and parking areas shall be bank run gravel or approved granular material.
 - 4. Backfill under building walls, and/or footers shall be concrete of the same strength as walls of footers.

END OF SECTION 260060

SECTION 260111 - CONDUIT SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Furnish materials, tools, labor and supervision necessary to fabricate and install complete conduit systems.
- B. Conduit systems shall be provided for all wiring, except where the Drawings or other specification sections indicate that wiring is permitted to be installed without conduit.

1.3 STANDARDS AND CODES

- A. Methods of fabrication and installation shall comply with the provisions of applicable Section NEC, Article 300.
- B. Materials shall be UL and NEC approved for the application intended.
- C. Materials shall meet or exceed ANSI and NEMA standards.

1.4 DESCRIPTION

- A. This Section describes the basic materials and methods of installation for circular cross section conduit systems. Other types of conduit or raceways when required shall be as specified in other Sections, or as called for on the Drawings.

1.5 QUALIFICATIONS

- A. The materials used in the fabrication of the conduit system shall be products of a manufacturer regularly engaged in the manufacturing of the specified material. Where a manufacturer is named for a particular material, the material of other manufacturers shall be acceptable provided the material meets requirements of the specification.

PART 2 - PRODUCTS

2.1 CONDUIT REQUIREMENTS

- A. Rigid Metallic Conduit (GRC)

1. Full weight, threaded, rigid steel conduit, galvanized inside and out by hot dip or electro galvanizing process with electrostatically applied baked coating.
 2. Use where installed in poured concrete walls, columns, floors or other concrete slabs and where specifically required by the drawings.
- B. Electrical Metallic Tubing (EMT)
1. Thinwall, electrically welded cold rolled steel conduit, galvanized inside and out by electro galvanized process and with baked clear elastic enamel coating.
 2. Use where installed concealed in walls, above finished ceilings, and where exposed in dry locations.
- C. Flexible Metallic Conduit
1. Formed of one continuous length of spirally wound electro galvanized steel strip.
 2. Use for final connections to mechanical equipment, transformers, and for wiring within casework and millwork. Aluminum flexible conduit may be used for connections from junction boxes to lighting fixtures.
- D. Liquid-tight Flexible Metallic Conduit
1. Formed of one continuous length of spirally wound steel strip, with water and oil tight neoprene jacket.
 2. Use for final connections to equipment listed in paragraph C above when located in wet or damp areas.
 3. Liquid-tight conduit shall not be used in environmental air plenums.
- E. Non-Metallic PVC Conduit
1. Heavy wall rigid, rated for 90° cable, composed of polyvinyl chloride and shall conform to NEMA Standards. Conduit, fittings, and pipe-joining materials shall be produced by the same manufacturer.
 2. PVC conduit shall be Schedule 40 or greater unless specifically indicated otherwise on the drawings.
 3. Use where permitted by NEC and local jurisdiction and where buried outside building, encased in concrete, or in/below floor slabs. PVC conduit shall not be used in environmental air plenums.
- F. Intermediate Metallic Conduit (IMC)
1. May be used as approved by the NEC for 2" and larger where rigid conduit is required or specified. IMC shall not be used for conduit buried in earth fill.
- G. Coated Rigid Metallic Conduit (CGRC)
1. Full weight, threaded, rigid steel, 40 mil PVC coated on outside, 2 mil urethane coated on inside conduit. Approved sources for this raceway are Robroy

"Plastibond-Red" or Ocal, Inc "Ocal-Blue". All associated raceway fittings, sweeps, etc., shall be coated. Field cut raceways shall be touched up with matching finish.

2. Use where installed exposed to outdoor conditions and where specifically required by the drawings.

H. Metal Clad Cable (NEC Type MC)

1. At the Contractor's option, Metal Clad cable assembly (NEC type MC) may be used only where permitted by national and local codes, and its use shall be further limited as follows:
 - a. For receptacle and equipment branch circuit wiring only where concealed in drywall partition walls or in casework. MC cable is not permitted to be installed above finished ceilings or exposed on walls.
 - b. MC Cable is not permitted for feeder circuits.
 - c. MC Cable is not permitted for emergency power circuits.
2. All MC Cable shall be UL listed for its use. Where MC Cable is installed in Healthcare Facilities (as defined by NEC), the cable assembly shall be rated for the application.
3. Conductors contained in MC Cable assembly shall comply with Specification 260120.

2.2 CONDUIT FITTINGS

- A. Rigid Conduit Fittings: Threaded, galvanized malleable iron or heavy steel, water and concrete tight.
- B. Metallic Tubing Fittings: Set screw type galvanized steel, concrete tight. Die cast type indentor type fittings will not be allowed.
- C. Flexible Metal Conduit Fittings: Squeeze or screw type galvanized malleable iron or steel with nylon insulated throats, or steel with set screws.
- D. Liquid-tight Flexible Metal Conduit: Galvanized malleable iron or steel, with watertight gaskets, "O" ring and retainer, and nylon insulated throats.
- E. Condulet Fittings: Exposed conduit fittings shall be condulet type for sharp turns, tees, etc. Condulet covers shall be gasketed where exposed to moisture.
- F. Threaded conduit terminations for weatherproof applications shall be made by use of Myers Hubs.

2.3 OUTLET BOXES

- A. Material, size and installation for outlet boxes shall comply with NEC Article 314.

- B. Boxes shall be Racco, Steel City, Appleton or equivalent, catalog numbers listed below are based on Racco, unless otherwise indicated. In general the type of boxes shall be as follows:
1. In stud walls: For single outlet use 4" square by 2-1/8" deep box No. 232 or 233. For ganged outlets use 4-1/2" high by 1-13/16" deep multiple gang boxes No. 951 through No. 958. Boxes to be provided with raised adapters of depth as required for thickness of wall materials.
 2. In masonry and poured concrete walls: For single outlets requiring two conduit connections in top and/or bottom of box use 4" square by 2-1/8" deep box No. 232 or 233 with raised square cut adapter. For ganged outlets use 3-3/4" high by 2-1/2" deep multiple gang masonry boxes No. 691 through No. 694 and No. 960 through No. 964.
 3. Surface mounted wall outlets: For single outlet use 2-1/8" deep handy box No. 674, for two outlets use 4" square by 2-1/8" deep box No. 232 or 233. For more than two ganged outlets use 3-3/4" by 2-1/2" deep multiple gang masonry boxes No. 692 through No. 694 and No. 960 through No. 964. Boxes to be provided with 1/2" raised cover as required for device.
 4. In suspended ceilings: Use 3-1/2" deep octagon box No. 280 or No. 281 with fixture studs and steel mounting bars.
 5. In poured concrete ceiling slabs: Use octagon concrete rings with back plates.
 6. Where outlet boxes are free standing on conduit stubs in kitchens, laundries, shops and other areas indicated, use Crouse-Hinds Type FS or FD malleable iron cadmium finish boxes with appropriate gasketed cover plate to suit device.
 7. Outlets installed outdoors or in wet locations: Use Crouse-Hinds Type FS or FD box with NEMA 3R coverplates listed for "raintight while in use" for receptacles. Covers for switches shall be Crouse Hinds No. DS185. Diecast "bell" type boxes are not acceptable.
 8. Floor outlets in above grade concrete slabs: Use concrete tight stamped steel galvanized box with fully adjustable top, Hubbell No. B-2527 for greater than 3" fill, No. B-2529 for 2" to 3" fill. Floor outlets in concrete slabs on grade: Use watertight cast iron box with fully adjustable top, Hubbell No. B-2536 for greater than 3" fill, No. B-2537 for 2" to 3" fill. Furnish for each outlet a No. S-2525 cover. Service fittings shall be as described on the Drawings. Furnish for each outlet in carpeted floor a No. S-3082 carpet flange.

2.4 PULL AND JUNCTION BOXES

- A. Construction, size and installation of pull and junction boxes shall comply with NEC, Article 314.
- B. Pull and junction boxes shall be fabricated of heavy gauge galvanized steel with screw covers, brass screws and hardware with enamel finish.
- C. Junction boxes shall be bonded to the equipment ground conductors contained within, whenever said conductors are "spliced" or "terminated" within the box, in full compliance with NEC Article 250.148.

- D. Pull and junction boxes for installation in poured concrete floors shall be flush type, cast iron, with watertight gasketed covers. Boxes for installation in floors with tile or carpet floor covering shall have recessed covers to accommodate the floor covering.
- E. Pull and junction boxes for above grade outdoor installations shall be rain-tight.
- F. Grade level junction boxes shall be manufactured by Synertech, Quazite, or CDR Systems Corporation with open flared bottom and cover. Logo on cover to read "ELECTRIC", etc. Enclosures and covers shall be concrete gray color and rated for no less than 5,000 pounds over a 10" x 10" area and be designed and tested to temperatures of -50 degrees F. Material compressive strength should be no less than 11,000 psi. Covers shall be secured with two pentahead stainless steel bolts. Bolts shall be retained in lid when unscrewed. Bolts shall be secured to replaceable threaded inserts with openings at base to allow debris to fall through and thereby avoiding clogged threaded inserts.

2.5 HANGERS AND SUPPORTS

- A. Provide conduit hanger and support devices of approved type for required methods of support to include: structural steel members, suspension rods, conduit clamps, concrete inserts, expansion shields, beam clamps and welding pins. All devices shall have galvanized finish or other approved corrosion resistive finish. In general, hangers and supports shall be as follows:
 - 1. Where a multiple run of conduit is routed on surface of structure, use conduit clamps mounted on Unistrut or equal channel so as to maintain clearance between conduit and structure.
 - 2. Where single run of conduit is suspended from overhead; use split ring conduit clamp suspended by steel drop rod.
 - 3. Where multiple parallel runs of conduit are suspended from overhead; use split ring conduit clamps uniformly spaced and supported on trapeze hangers fabricated of Unistrut Channels, suspended by not less than 1/2" continuously threaded steel drop rods.
 - 4. Where conduit is buried in concrete floor slabs; anchor conduit with conduit clamps, at 10'-0" (maximum) intervals.
 - 5. Any form of strap iron or wire hangers will not be accepted.
 - 6. Maximum hanger and support spacing shall be in accordance with NEC Sections 342.30 (IMC), 344.30 (GRC), and 358.30 (EMT). Regardless of listed spacing provide additional hangers or supports at not more than 2'-0" from each change of direction and at each side of any box or fitting.
- B. Hangers and supports shall be anchored to structure as follows:
 - 1. Hangers and supports anchored to poured concrete: Use malleable iron or steel concrete inserts attached to concrete forms.

2. Hangers or supports anchored to precast concrete: Use self-drilling expansion shields. Expansion shields may also be used where concrete inserts have been missed or additional support is required in poured concrete.
3. Hangers or supports anchored to structural steel: Use beam clamps and/or steel channels as required by structural system.
4. Hangers or supports anchored to metal deck: Use spring clips or approved welding pins. Maximum permissible load on each hanger shall not exceed 50 pounds.
5. The use of explosive force hammer actuated, booster assist or similar anchoring device will not be permitted without prior approval of the Architect.

PART 3 - EXECUTION

3.1 CONDUIT INSTALLATION

- A. In general, horizontal runs of conduit shall be installed in ceiling plenum. Conduit for convenience outlets, wall mounted fixtures and other wall outlets shall be routed overhead and concealed in wall to the outlet. Conduit shall not be installed in concrete floor slabs except where conditions will not permit the conduit to be routed overhead.
 1. Liquid-tight flexible metallic conduit, PVC conduit, and all other wiring methods containing non-metallic outer jackets shall not be installed in environmental air plenums.
- B. Generally, conduit shall be concealed, except in crawl spaces, tunnels, shafts, mechanical equipment rooms, and at connections to surface panels and free-standing equipment, and as otherwise noted on Drawings. Surface raceways shall not be installed on floor surfaces.
- C. Exposed conduit shall be routed in lines parallel to building construction lines. Exposed conduit locations shall be approved by the Architect prior to installation.
- D. No conduit shall be installed less than 6" from piping installed by other trades. Conduits shall be located to avoid ductwork, piping and other obstructions.
- E. Certain conduits are permitted to be embedded in structural concrete work. Contractor shall cooperate with other Contractors of their respective trades to affect the following:
 1. Reinforcing steel shall be securely anchored in place before installing conduit.
 2. No steel reinforcing shall be displaced from plan dimensions without approval of Architect.
 3. Conduit shall not be placed over top of reinforcing or under bottom of reinforcing, where crossing beams.
 4. Conduit and fittings shall not displace concrete in columns in excess of 4% of total cross-section area of column without approval of Architect.
 5. Conduit shall not be placed closer than 3 diameters on center.
 6. Maximum size of embedded conduit or pipe shall not exceed 1/3 thickness of structural slab; 2/3 thickness of topping slab.

- F. Minimum size conduit shall be 1/2" trade size. Where specific size is not called for on Drawings or in the specification, Contractor shall select size required from Chapter 9 of NEC. Where specific sizes required by Drawings or Specifications are larger than Code requires, the larger size shall be installed.
- G. Install the conduit system mechanically and electrically continuous from outlet to outlet and to cabinets, junction or pull boxes. Conduit shall enter and be secured to cabinets and boxes in such a manner that all parts of the system will have electrical continuity. Feeder raceways shall terminate in cabinets and pull boxes with double locknuts and insulating bushings.
- H. Where conduits cross building expansion joints, O-Z Gedney Company type "DX" conduit expansion fittings complete with bonding jumpers shall be used.
- I. Metal conduit buried in earth fill shall be protected with an approved corrosion resistant material.
- J. Conduits shall be capped during construction to prevent the entrance of foreign materials and moisture.
- K. Conduits installed on exteriors of buildings or other structures shall be arranged to drain (not trap water), and shall be rain-tight in wet locations.
- L. Liquid-tight flexible metal conduit and wiring methods containing non-metallic outer jacket shall not be installed in environmental air plenums.

3.2 OUTLET BOX INSTALLATION

- A. Outlet boxes shall be installed for fixtures, switches, receptacles and other devices.
- B. Approximate location of outlets are shown on the plans, but each outlet location shall be verified by the Contractor before installing the outlet box.
- C. Openings for electrical boxes in fire-rated walls that do not exceed 16 square inches in area are permitted in fire-rated construction provided that the aggregate area of such openings does not exceed 100 square inches for any 100 square feet of wall area.
- D. Where service utility boxes greater than 16 square inches exist in fire-rated wall construction, if the opening is not otherwise detailed to maintain the fire-rated integrity of the wall, provide firestopping wrap to the back side of each utility box.
- E. Outlet boxes on opposite sides of fire-rated walls shall be separated by a horizontal distance of not less than 24 inches.
- F. Outlet boxes on opposite sides of a common wall shall not be installed back-to-back. Outlet boxes on opposite sides of a common wall shall be separated 6" (minimum).

Where separation is less than 12", install sound absorption insulation material between boxes and seal any conduits between boxes with duct seal at both ends.

- G. Outlet boxes shall be installed plumb and square with wall face and with front of box or cover located within 1/8" of face of finish wall. Boxes in masonry shall be set with bottom of the box tight to the masonry unit.

3.3 PULL AND JUNCTION BOX INSTALLATION

- A. Install pull boxes and junction boxes where indicated on Drawings and where required to facilitate installation of the wiring.
- B. For concealed conduit, install boxes flush with ceiling or wall, with covers accessible and easily removable. Where flush boxes are installed in finished ceilings or walls, provide cover which shall exceed the box face dimensions by a sufficient amount to allow no gap between box and finished material.
- C. Boxes shall not be exposed in finished, occupied rooms, without prior approval of Architect.

3.4 HANGER AND SUPPORT INSTALLATION

- A. Hangers and supports shall be installed for all conduit and boxes.
- B. Conduit and boxes shall not be attached to or supported from mechanical pipes, plumbing pipes or sheet metal ducts.
- C. Conduits routed in lay-in grid ceiling plenum shall not be supported from the ceiling hanger iron or ceiling tees.

END OF SECTION 260111

SECTION 260120 - WIRE AND CABLE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Furnish material, tools, labor and supervision necessary to install wire and cable.

1.3 STANDARDS AND CODES

- A. Methods of installation shall comply with the provisions of applicable sections of NEC, Article 300.
- B. Materials shall be in accordance with NEC, Article 310 and shall be UL listed for application intended.

1.4 DESCRIPTION

- A. This section describes the basic materials and methods of installation for general wiring systems of 600 volts and less. Wiring for a higher voltage rating, if required, shall be as specified in other sections or as called for on the drawings.
- B. Minimum size conductors shall be No. 12 AWG for power and lighting. No. 14 AWG and smaller conductors shall only be used for signal and control.
- C. Refer to Specification Section 260053 for specific instructions with respect to sizing and installation of feeder and branch circuit conductors.

1.5 QUALIFICATIONS

- A. The material used for the wiring systems shall be the products of a manufacturer regularly engaged in the manufacturing of the specified material. Where a manufacturer is named for a particular material, the material of other manufacturers will be acceptable provided the material meets requirements of the Specifications.

PART 2 - PRODUCTS

2.1 WIRE AND CABLE

- A. Wire and cable for power, lighting, control and signal circuits shall have copper conductors of not less than 98% conductivity and shall be insulated to 600V. Conductors shall be stranded except where specifically noted otherwise.
- B. Wire and cable type for the various applications shall be as follows:
 - 1. Type THHN, THWN or XHHW (75°C): Use for branch circuits, panel and equipment feeders in wet and dry locations.
 - 2. Type THHN or XHHW (90°C): Use for branch circuits, panel and equipment feeders in dry locations only. Use where lighting branch circuit conductors are routed through fluorescent fixture channels.
 - 3. Type UF: Use where permitted by other Sections or by the drawings for underground direct burial branch circuits.
 - 4. Type AF or SF-2 silicone rubber with heat-resistant glass braid (rated minimum 150°C) shall be used for branch circuit conductors connecting to fixture conductors within the fixture housing or to a connection box attached to the fixture and subject to temperatures equal to the temperatures within the fixture housing.

2.2 APPROVED WIRING SYSTEMS

- A. All raceways, conductors, and wiring systems furnished and installed under this project shall be restricted to that specifically described on the electrical construction drawings and/or in the electrical specifications.

2.3 CONDUCTOR COLOR CODING AND IDENTIFICATION

- A. Wiring systems shall be color coded. Conductor insulation shall be factory colored in sizes up through No. 8 AWG. Conductors No. 6 AWG and larger shall have black insulation and shall be phase color coded with one half inch band of colored tape at all junctions and terminations. Colors shall be assigned to each conductor as described below and carried throughout all main and branch circuit distribution.

	208/120 Volt	480/277 Volt
1. Phase 'A' conductor	Black	Brown
2. Phase 'B' conductor	Red	Orange
3. Phase 'C' conductor	Blue	Yellow
4. Neutral conductor	White	Gray
5. Equipment grounding conductor	Green	Green
6. Isolated equipment grounding conductor	Green with Yellow Stripe	

- B. Where more than one nominal voltage system is present within a premise, the identification used for each phase, neutral, and ground conductor shall be permanently posted at each distribution panel and at each branch panel.
- C. Contractor shall take extraordinary care to ensure that phase and bus orientation in each and every panel is identical.

- D. Control wiring shall be color coded such that red is used exclusively for all 120 volt conductors and white for all neutral conductors. All control wiring to be identified at both ends with permanent wire markers.

2.4 CONNECTORS

- A. In-line splices and taps for conductors # 8 AWG and smaller shall be 600V rated with "live spring" and insulated rigid nylon wing style body, 3M "Ranger", Buchanan "B-Cap", or equal.
- B. In-line connectors for 600V copper conductors # 6 AWG thru # 3 AWG shall be ILSCO type "CT" circumferential compression sleeves or equal by T&B or Buchanan.
- C. In-line connectors for 600V copper conductors # 2 AWG and larger shall be extra long barrel dual-crimp ILSCO type "CTL" compression sleeves (or equal by T&B or Buchanan), with 3M Brand "PST" silicone cold shrink insulators.
- D. Taps for copper conductor 600V or less, sizes No. # 6 AWG and larger shall be ILSCO "AH" series or equal by T & B or Buchanan.
- E. Cable terminations to bus bars, switch studs and terminal blocks, shall be Buchanan "Cytolok" two-hole mechanical connectors, or two-hole long-barrel dual-crimp compression type ILSCO or approved equivalent compression termination.
- F. Insulate splices and taps to thickness of conductor insulation with half-lapped layers of 3M "Scotch" branch No. 33 vinyl electrical tape. Connectors having irregular surfaces; fill voids and smooth contours with 3M "Scotchfil" electrical putty prior to taping.

PART 3 - EXECUTION

3.1 PREPARATION

- A. For new construction, wiring shall not be installed in the conduit system until the building is enclosed and masonry work is completed.
- B. Conduit shall be swabbed free of moisture and debris prior to pulling in the conductors.

3.2 INSTALLATION

- A. All multi-wire branch circuits that feed more than one device or equipment mounted on, or wired from, a common yoke, shall be powered from a branch circuit overcurrent device that simultaneously disconnects all ungrounded supply conductors in full compliance with NEC Article 210.
- B. Feeder conductors shall be routed continuous from origin to destination, without splicing, unless specifically noted otherwise on the drawings.

- C. Power feeder conductors shall be pulled with the use of an approved pulling compound or powder.
- D. Conductor splices shall be made only in readily accessible junction boxes.
- E. Cable supports and boxes shall be installed in all vertical feeders required by Article 300.19 of the National Electrical Code. Cables shall be supported at the top of the vertical raceway plus an additional support for each interval of spacing as specified in table 300.19 (A) of the NEC. For cables without a metallic sheath, the cable support shall be of the split wedge type which clamps each individual conductor firmly and tightens due to weight of cables.
- F. Conductors installed in raceways that are installed outdoors and exposed to direct sunlight shall have 30 degree Fahrenheit added to the outdoor ambient temperature used to calculate the conductor derating factor in compliance with NEC Article 310.10.

END OF SECTION 260120

SECTION 260140 – WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Provide materials, equipment, labor and supervision necessary to install wiring devices as required by the Drawings and this section.

1.3 STANDARDS AND CODES

- A. Except where otherwise required by this section, the following Standards and Codes shall govern:
 - 1. Receptacles; NEC Article 406
 - 2. Wall Switches; NEC Article 404
 - 3. UL Listed
 - 4. NEMA Standards

1.4 QUALIFICATIONS

- A. Products by Hubbell HBL series or Pass & Seymour - Industrial Spec Grade Series.

1.5 SUBMITTALS

- A. Prior to the purchase of wiring devices and plates, submit shop drawings to the Architect for approval.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All wiring devices shall minimally be "Industrial Specification Grade" except where higher grade is required by the Drawings.
- B. Wiring devices color shall be as follows:
 - 1. Devices connected to normal power: gray
 - 2. Devices connected to emergency power: red

2.2 RECEPTACLES

- A. Receptacles shall be as described on the Drawings.
- B. Receptacles shall contain a 1-piece, die stamped (not riveted), brass mounting strap with high-impact, chemical resistant face.
- C. Receptacles shall be "Industrial Grade", and shall be UL498 Listed.
- D. Ground fault circuit interrupting (GFCI) receptacles shall be a U.L. 943 and U.L. 498 Listed duplex feed-through type with power/failure indicating LED, and test and reset buttons.
- E. Acceptable manufacturers and catalog numbers series are as follows:

	Device	Hubbell	Pass & Seymour
1.	20A Duplex Receptacles	HBL5362	PS5362A
2.	20A GFCI Duplex Receptacles	GF20L	2095

2.4 COVERPLATES

- A. Covers for receptacles in wet locations shall be cast aluminum type with self-locking vertical flip covers and UL Listed "suitable for wet locations while in use". Hubbell #WP26M or Thomas Betts #CKMGV.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install wiring devices as indicated on the Drawings, and as described below.
- B. Switches and receptacles shall be installed and located as follows, unless noted otherwise on Drawings:
 - 1. Switches: 48" above finished floors.
 - 2. Receptacles: 18" above finished floors generally; 36" above unfinished floors or 8" above counters and work benches in kitchens, shops, mechanical equipment rooms and similar areas.
- C. In masonry walls, switches and receptacle heights shall be adjusted as required so outlets are at nearest mortar joint to specified height.
- D. Where light switches are located adjacent to doors, they shall be installed on "knob" side of door opening, unless indicated otherwise.
- E. Where walls have wainscot or chair moldings, switch height shall be adjusted as required so switch is either all in wainscot or all in wall above wainscot.

- F. Prior to roughing-in outlet boxes, Contractor shall verify from general construction drawings door swings, type of wall finishes and locations for counters and work benches.
- G. Devices installed on opposite sides of a common wall shall not be installed back-to-back. Outlet boxes on opposite sides of a common wall shall be separated 6" (minimum). Where separation is less than 12", install sound absorption insulation material between boxes and seal any conduits between boxes with duct seal at both ends.
- H. This section Contractor shall provide material as required to completely install work indicated on the Drawings which is located in mill and casework.

END OF SECTION 260140

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SECTION 260450 - GROUNDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Provide material, equipment, labor and supervision as required for the complete installation of a grounding system.

1.3 CODES AND STANDARDS

- A. Except where otherwise required, the following codes shall govern:
 1. NEC, Article 250
 2. NFPA 101
 3. UL Listed

PART 2 - PRODUCTS

2.1 GENERAL

- A. Ground grid conductors installed below slab on grade shall be bare stranded copper.
- B. All other grounding conductors shall be copper with Type TW, THW or THWN green insulation.
- C. Ground rods shall be "Copperweld" as manufactured by Joslyn and shall be of the sizes indicated on the drawings.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Metallic conduit system shall be electrically continuous throughout.
- B. All motors and metal frames of all electrical equipment shall be grounded.
- C. System neutral conductor shall be identified throughout the building.
- D. All cord connected electrical equipment frames shall be grounded to the conduit system through a grounding conductor in the cord.

- E. Each feeder and branch circuit associated with a two-pole or three-pole protective device shall be provided with a separate green insulated equipment grounding conductor. The required equipment grounding conductor shall be sized as shown on the drawings and shall not be smaller than shown in N.E.C. Table 250.122 and shall be installed in a common conduit with the related phase and/or neutral conductors. In the case of parallel feeders, each raceway shall have a full size green insulated equipment ground conductor.
- F. Single phase branch circuits required for 120 volt and 277 volt lighting, receptacles, and motors shall consist of phase, neutral and grounding conductors installed in a common metallic conduit.
 - 1. Flexible metallic conduit equipment connections utilized in conjunction with the above single-phase branch circuits shall be provided with suitable green insulated equipment grounding conductors connected to approved grounding terminals at each end of the flexible conduit.
 - 2. Single phase branch circuits installed in non-metallic conduits shall be provided with a separate green insulated grounding conductor as hereinbefore specified.
- G. Furnish and install driven ground rods and grounding conductors as indicated on the Drawings.
- H. All concealed ground grid and ground rod connections shall be welded with "Cadweld" (or equal by "Thermoweld") fittings. Connections to electrical distribution equipment busses shall be made by use compression type lugs.
- I. Furnish and install all required grounding conductors and fittings as delineated in National Electric Code Article 250.

END OF SECTION 260450

SECTION 330507.13 - UTILITY DIRECTIONAL DRILLING

PART 1 - GENERAL

1.1 General

- A. The intent of this specification is to provide general technical guidance to the Contractor for the installation of waterlines using Directional Drilling (DD) techniques.
- B. The Contractor shall furnish all labor, materials, equipment, and incidentals required to successfully perform the installation of waterlines at locations shown on the plans by using Directional Drilling (DD) methods.
- C. The force main shall be complete with all accessories and shall have passed all required testing per the Contract Documents and other County requirements.
- D. The Contractor shall have made all inspections of the area(s) within the vicinity of the project and the immediate area of the work and become thoroughly familiar with the natural and manmade features encompassed about the project.

1.2 Quality Assurance

A. Requirements

- 1) At the discretion of Engineer/Owner, it may be required that the utility contractor/subcontractor be prequalified and approved through a prequalification process. The utility contractor/subcontractor must furnish references able to attest to his/her capabilities in accordance with the prequalification process.
- 2) The utility contractor/subcontractor shall comply with Ohio OSHA Standards, Underwriter Laboratories standards, and other requirements of the Authority Having Jurisdiction (AHJ).

B. Reference Standards

- 1) Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified:
 - a) ASTM D-1248 and D-3350
 - b) AWWA C901 or C906
 - c) ASTM D2683 or D3261

1.3 Required Submittals

The Contractor shall submit the following items to the Engineer for review and approval:

- A. Pipe material shop drawings
- B. Manufacturer's Installation Manual

- C. Certificates: Submit certificates of compliance with referenced standards when requested by the Engineer.
- D. Field installation drawings indicating layout and depth of directionally drilled pipe.
- E. Record Drawings: During progress of the work, keep an up to date set of drawings showing field and shop drawing modifications including the drilling logs. The drawings shall show all piping on plans and in sections, with all reference dimensions and elevations required for complete record drawings of the directionally drilled pipe including the drilling logs to be included on the record drawings.
- F. Erosion control plan for the drilling mud pit work area.
- G. Written verification of required pressure testing per County specifications
- H. Work Plan: Prior to beginning work, the Contractor shall submit to the Engineer a work plan detailing the procedure and schedule to be used to execute the project. The work plan should include a description of all equipment to be used, down-hole tools, a list of personnel and their qualifications and experience (including back-up personnel in the event that an individual is unavailable), list of subcontractors, a schedule of work activity, a safety plan (including MSDS of any potentially hazardous substances to be used), traffic control plan (if applicable), an environmental protection plan and contingency plans for possible problems. Work plan should be comprehensive, realistic, and based on actual working conditions for this particular project. Plan should document the thoughtful planning required to successfully complete the project.
- I. Equipment: Contractor shall submit specifications on directional drilling equipment to be used to ensure that the equipment will be adequate to complete the project. Equipment shall include but not be limited to: drilling rig, mud system, mud motors (if applicable), down-hole tools, guidance system, and rig safety systems. Calibration records for guidance equipment shall be included. Specifications for any drilling fluid additives that the utility contractor/subcontractor intends to use or might use will be submitted. Specifications on material to be used shall be submitted to Engineer. Material shall include the pipe, fittings, and any other item which is to be an installed component of the project.
- J. Guidance System: A Magnetic Guidance System (MGS) probe or proven gyroscopic probe and interface shall be used to provide a continuous and accurate determination of the location of the drill head during the drilling operation. The guidance shall be capable of tracking at all depths up to fifty (50) feet and in any soil condition, including hard rock. It shall enable the driller to guide the drill head by providing immediate information on the tool face, azimuth (horizontal direction) and inclination (vertical direction). The guidance system shall be accurate up to +/- 2% of the vertical depth and accurate to within two and one-half (2 ½) feet horizontally from the horizontal alignment shown on the drawings.

PART 2 - PRODUCTS

2.1 Materials

- A. PVC: Material shall be poly-vinyl chloride, C900, DR-18 Certa-Lok.

PART 3 - EXECUTION

3.1 Testing and Payment

- A. Pipe shall be pressure tested after installation per Fairfield County Construction and Material Specifications and Standard Details for sanitary force main installation. After initial pressure testing the manufacturer's recommended pipe relaxation period will commence. After the pipe relaxation period the pipe may be connected to the sanitary sewer system and will be tested again as part of the overall system pressure test per Fairfield County Specifications.
- B. Owner staff, in addition to the Engineer, shall be available during the testing for observation and documentation of the pressure test.
- C. All unsuccessful pressure testing will be cause for correction by the utility contractor/subcontractor as no additional cost to the Owner.
- D. All trenchless installations shall pass the initial hydrostatic pressure test per specifications and standard details prior to any payment to any contractor.

3.2 Storage and Handling

- A. Handle all pipe and accessories carefully with approved handling devices. Do not drop or roll pipe off trucks. Do not otherwise drop, roll or skid pipe. Materials cracked, gouged, chipped, dented or otherwise damaged will not be approved or accepted for use.
- B. Pipe and appurtenances shall be unloaded opposite to or as close to the place where they are to be laid as is practical to avoid unnecessary handling. Interiors shall be kept completely free from dirt and foreign matter.
- C. The utility contractor/subcontractor shall be responsible for the proper support of the piping to ensure that the pipe is not over stressed or damaged in any manner.
- D. Store plastic piping, jointing materials, and gasket materials under cover out of direct sunlight to prevent UV deterioration of pipe materials.

3.3 Installation

A. General

- 1) The work shall be performed by the Horizontal Directional Drill (HDD) Technique. Specific details of installation techniques are the responsibility of the utility contractor/subcontractor and must fully comply with the pipe manufacturer's installation recommendations. The Owner/Engineer will not direct "means and methods" to the utility contractor/subcontractor to be used in installation of the directional drill pipe other than that pipe must be installed in accordance with the manufacturer specifications. In general, the work will proceed as follows:
 - a) Drill a pilot hole from one side of the crossing to the other. The pilot hole follows the design centerline of the pipe with the path recorded and controlled using a specially designed instrument package situated behind the drill bit.
 - b) A washover pipe is rotated over the pilot drill string behind the pilot drill bit and exits with the drill bit on the other side of the crossing.
 - c) The drill bit and drill string is withdrawn back through the washover pipe, leaving the washover pipe in place.
 - d) A series of tools are connected between the end of the washover pipe and the water line. The drilled hole is widened to its final diameter with the appropriate tool, head, or cutter. Smooth the wall of the bore and direct bentonite to aid in the boring operation. A swivel is installed between the tool, head, or cutter and the water line to ensure that no torque is transmitted to the pipe main.
 - e) After the tools are connected between the washover pipe and water line, the drill rig will rotate and pull the washover pipe along the drilled path, with the pipe following slowly behind.
 - f) After the pipe is in place, it shall be pressure tested per Fairfield County specifications with an Owner representative present. The required pipe relaxation period, if any, will commence after the initial pressure test is successfully completed.

B. Drill Path Geometry

- 1) The utility contractor/subcontractor is responsible for horizontal and vertical alignment of the pilot drill and final installed pipe. The pilot drill shall conform to the pipeline alignment as shown on the contract drawings. The utility contractor shall submit all proposed changes to the vertical alignment shown on the drawings to the Engineer for approval prior to commencing work. Under no circumstances shall installed pipe be at a higher elevation than that shown on the drawings or vary by more than 2½ feet from the horizontal alignment shown on the drawings.
- 2) The accuracy of the drill exit point shall be within a 2½ foot horizontal radius of the design exit point.
- 3) Entry and exit points shall be located as shown on the contract drawings.
- 4) The utility contractor/subcontractor shall map to scale the location of each pilot drill string joint to a minimum horizontal and vertical scale of 1-inch equals 20

feet. The map shall be furnished to the Engineer.

- 5) Should the utility contractor/subcontractor exceed the limits described above, a new pilot drill shall be performed at the expense of the utility contractor/subcontractor and at no cost to the Owner. The utility contractor/subcontractor may elect to alter the horizontal geometry of the drilling subject to right-of-way restraints. However, payment limits are based upon stations given in the bid form, and payment for directional drilling will be limited to the prices bid therein.
- 6) If requested by the Owner/Engineer, the utility contractor/subcontractor shall provide a full explanation of details regarding any technical means, methods or equipment necessary to accomplish the work described herein.

C. Job Conditions

- 1) Existing Utilities: The contractor shall be responsible to field locate existing underground utilities in the areas of work.
 - a) Should uncharted or incorrectly charted piping or utilities be encountered during the work, consult piping or utility owner and Engineer immediately for instructions. Cooperate with utility owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
 - b) Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when permitted in writing by the Engineer and then only after acceptable temporary utility services have been provided.
 - c) Coordinate with utility companies for shut-off of services, if required.
- 2) Do not bring explosives onto site or use in the work. Use of explosive materials is specifically prohibited.
- 3) The utility contractor/subcontractor shall conduct all his/her operations and maintain the area of his/her activities, including sweeping and sprinkling of roadways, so as to minimize the creation and dispersion of dust.

D. Installation Specialist

- 1) The utility contractor/subcontractor shall provide the full-time services of a competent installation specialist during the directional drilling to assist in technical matters relating to the work. He/she shall advise the utility contractor/subcontractor on matters to include, but are not limited to, drilling, pipe support, mapping of the pipe location, quality assurance of the work, safety or other items as necessary. Installation specialist may be the contractor's superintendent.

E. Completion of Work

- 1) Interior of all pipe and fittings shall be inspected and all dirt, gravel, sand, debris, or other foreign material shall be completely removed from pipe interior. A bulkhead shall be attached to the end of the pipe prior to attaching the swivel and barrel reamer to ensure inside of pipe remains clear during pullback operation.

- 2) Install all pipes accurately to line and grade shown unless otherwise approved by the Engineer.
- 3) Any time that pipe work is not actively in progress the open ends of pipe shall be closed by a watertight cap.
- 4) Field cutting pipe, where required, shall be made with a machine specially designed for cutting piping. Cuts shall be carefully done, without damage to pipe, so as to leave a smooth end at right angles to the axis of pipe. Cut ends shall be tapered and sharp edges filed off smooth.
- 5) At completion of pipe installation the utility contractor/subcontractor shall install transition fittings as required to the piping and then cap with watertight caps or plugs.
- 6) At completion of pipe installation the utility contractor/subcontractor shall furnish accurate drill logs indicating placement of pipe as installed. The entire drill path shall be accurately surveyed with entry and exit stakes placed in the appropriate locations within areas indicated on drawings. If the utility contractor is using a magnetic guidance system, the drill path will be surveyed for any surface geomagnetic variations or anomalies.

3.4 Environmental Controls

- A. Disposal of drilling mud:
 - 1) The drilling mud cannot be disposed of on the project site.
 - 2) Off-site disposal of the drilling mud is the utility contractor's/subcontractor's responsibility.
 - 3) The utility contractor/subcontractor shall comply with all applicable laws and regulations regarding the transport and off-site disposal of the drilling mud and all excess excavated materials.
 - 4) All costs for proper transport and disposal of drilling mud and all excess excavated materials shall be included in the price bid for the work.
- B. All operations involving drilling mud shall be controlled and monitored by the utility contractor/subcontractor to ensure containment:
 - 1) The utility contractor shall establish bermed or sandbagged pits of sufficient sizes to accommodate the volume of drilling mud anticipated plus a two-foot freeboard. The bermed areas shall be maintained and designed by the utility contractor to ensure containment and prevent loss of drilling mud.
 - 2) Transportation of the disposal materials off-site by public roads shall meet all Ohio Department of Transportation requirements.

3.5 As-built / Record Drawings

- A. The utility contractor/subcontractor shall deliver the drilling logs to the Engineer for inclusion in the final as-built drawings for the project. The design profile for the directional drill installation shall be updated with the drilling log data. The drilling logs shall be incorporated in the final as-built drawings by the Engineer.

END OF SECTION 330507.13

SECTION 330517 - PRECAST CONCRETE VAULTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. All applicable requirements of other portions of the Contract Documents apply to the work of this Section, including, but not limited to Division 01 General Requirements.

1.2 DESCRIPTION OF WORK

- A. Work of this Section includes:
 - 1. Precast concrete vaults.
 - 2. Vault accessories.
- B. Related work specified elsewhere includes, but is not limited to:
 - 1. Division 05 Section "Access Hatches".
 - 2. Division 40 Section "Valves, Gates, and Accessories".

1.3 SUBMITTALS

- A. All submittals shall conform completely to the requirements of the Contract Documents, including all requirements set forth in Division 01 Section "Submittal Procedures".
- B. Reference Submittals
 - 1. Provide material certification for all concrete.
 - 2. Structural design calculations signed by a registered professional Structural Engineer
- C. Product Data: Provide product data for all accessories contained within the precast concrete vault.
- D. Shop Drawings: Show dimensions, locations, lifting inserts, reinforcement and joints.

1.4 QUALITY ASSURANCE

- A. Inspection: After installation, the General Contractor shall demonstrate that the vaults have been properly installed, level, with tight joints, at the correct elevations and orientations, and that the backfilling has been carried out in accordance with the Contract Documents.

1.5 JOB CONDITIONS

- A. General: Make connections to exterior process piping as shown and required.
- B. Site Information
 - 1. Test borings and other exploratory operations may be made by the Contractor at no additional expense to the Owner.
- C. Use of Explosives: The use of explosives will not be permitted.

1.6 LOCATIONS AND VERIFICATIONS

- A. Verify at the Site all locations, elevations, grades, and utility service connections, as indicated on the Drawings and serving the Project.
- B. Locations shown on the Drawings shall be followed as closely as possible; however, exact positions shall be subject to, and adjusted to, interferences with other work. Should major difficulties prevent the installation of any part of this portion of the Project, such conditions shall be brought to the attention of the Engineer who will determine final locations, and the Contractor shall make the installation accordingly.

1.7 UTILITY/SERVICE CONNECTIONS

- A. Close coordination shall be maintained to ensure proper elevations and locations at point of final connection between Site and building utilities and to existing water lines.

PART 2 - PRODUCTS

2.1 PRECAST CONCRETE VAULTS

- A. The general contractor shall provide precast vaults designed for the indicated applications and of the sizes indicated.
- B. Reinforced precast concrete vaults shall conform to ASTM C478.
- C. The minimum structural member thickness for vaults shall be 5-inches. Cement shall be Type V portland cement as specified in ASTM C 150. The minimum 28-day concrete compressive strength shall be 4,000 psi. All reinforcing steel shall be embedded in the concrete with a minimum clear cover as recommended by ACI 318.
- D. Design Loading: Vaults shall be designed for the following loadings:
 - 1. N/A
- E. Lateral loads on vaults in all areas shall be calculated from:
 - L = 90 h, plus surcharge of 240 psf in areas of vehicular traffic
 - L = loading in psf
 - h = depth of fill in feet
- F. Where joints are designed in pre-cast concrete vaults, such joints shall be interlocking to secure proper alignment between members and prevent migration of soil through the joint. Structural sections at joints shall be sized sufficiently to reinforce the section against localized distress during transportation and handling and against excess contact bearing pressures through the joint.
- G. Where openings for access to the vault are required, the full clear space opening indicated shall be provided, without obstructions from brackets or supports. For large openings where brackets or supports are designed to protrude into, the opening for support of required

covers, such brackets or supports shall be designed to be easily removed and replaced with a minimum of effort and without cutting or welding.

- H. Covers for access openings shall be provided. Frames for covers shall be fabricated from aluminum, and shall be integrally cast into the vault concrete sections. All covers shall be tight fitting to prevent the entrance of dirt and debris. Where edge seams are permitted, no gaps greater than 1/16-inch between edges will be accepted. All covers, except round, heavy-weight, cast iron manhole covers, shall have securing mechanisms to hold the covers firmly in place against the effects of repetitious, live load such as pedestrian or vehicle traffic.
- I. Where penetrations of the pre-cast concrete vault are required for piping, conduit, or ducts, such penetrations shall be accommodated through pre-cast openings or wall corings. All openings for penetrations shall be smooth and free of surface irregularities and without exposed steel reinforcing. Vaults need not be designed to resist thrust from piping passing through the vault.

2.2 MANHOLE STEPS

- A. Manhole steps shall be reinforced polypropylene plastic conforming to ODOT Item 711.31.
- B. Manhole steps shall be installed in all concrete vaults, tanks and manholes with a uniform vertical spacing between 12 inches and 16 inches from the top of the structure to the floor of the structure, as shown on the Contract Drawings.

2.3 ALUMINUM ACCESS HATCHES

- A. Access Door: Furnish and install where indicated on plans, in accordance with specification 055534 – Access Hatches.

2.4 BEDDING AND BACKFILL

- A. Granular Backfill: State of Ohio, Department of Transportation, Construction and Material Specifications, Item 304 - Aggregate Base.
- B. Pipe Bedding: ODOT coarse aggregate, conform to AASHTO M43, size No. 57.
- C. Earth Backfill
 1. Fine sand, clayey gravel, sand-clay, silty clay, clay (soil types GM, GC, MH, ML, CH).
 2. Excavated materials.
- D. Unsuitable Materials
 1. Organic soils (soil types OL, OH, PT).
 2. Rocks larger than 6 inches in any dimension.
 3. Bricks and building debris.
 4. Frozen materials.

2.5 SUMP AND DRAIN

- A. General
 - 1. Sump size and location as indicated on the drawings.
 - 2. Drain piping alignment, slope, and size shall be as indicated on the drawings.
 - 3. Drain piping discharging to "daylight" shall include a stainless steel mesh rodent screen.

PART 3 - EXECUTION

3.1 GENERAL

- A. Precast concrete sections shall be transported and handled with care in accordance with the manufacturer's written recommendations. Where lifting devices are provided in precast sections, such lifting devices shall be used as intended. Where no lifting devices are provided, the General Contractor shall follow the manufacturer's recommendations for lifting procedures to provide proper support during lifting.
- B. Buried precast concrete vaults shall be assembled and placed in excavations on properly compacted soil foundations as indicated. Precast concrete vaults shall be set to grade and oriented to provide the required dimensions and clearances from pipes and other structures.
- C. Prior to backfilling, all cracks and voids in precast concrete vaults shall be filled with non-shrink grout or polyurethane sealant, or both. Around pipe and conduit penetrations, openings shall be sealed with polyurethane sealant. With the authorization of the Engineer, grout or a closed-cell flexible insulation may be used as filler material prior to placing a final bed of polyurethane sealant.
- D. Steps shall be driven into tapered holes formed in the concrete by inserts from the step manufacturer or 1-inch holes drilled 3-3/4-inches deep into the vault wall in the field. No more than 6-1/8 inches or plastic arm, measured on the inside of the step, shall be exposed outside the concrete. Steps shall be installed 12-inches on center vertically, not more than 1/2 inch out of plumb. The top step shall be no more than 12-inches below the access hatch cover.
- E. Verify that substrate is ready to receive work and elevations are as indicated on Drawings.
- F. Beginning of installation means acceptance of existing conditions.
- G. Backfill and Compaction
 - 1. Under and within 5 feet of roads, walks and other paved areas, trenches and pits shall be backfilled to sub-grade with granular backfill compacted in 8-inch lifts, measured after compaction.
 - 2. Elsewhere, backfill with granular backfill or earth backfill. Top 6 inches shall be topsoil.
 - 3. Unsuitable backfill shall not be used.
 - 4. Compaction: Control soil compaction during construction so that no visible settlement will occur over the trench in a 1 year period.
 - 5. Dispose of excess excavated material at the site as directed.

END OF SECTION 330517

SECTION 400523 - VALVES, GATES, AND ACCESSORIES

PART 1 - GENERAL

1.1 REFERENCE

- A. All applicable requirements of other portions of the Contract Documents apply to the Work of this Section including, but not limited to, Division 01, General Requirements.

1.2 DESCRIPTION OF WORK

- A. Scope: Contractor shall furnish all labor, materials, equipment, and incidentals required to provide all valves, appurtenances, and accessories as shown and specified. The work includes but is not limited to valves that may be buried, exposed, or submerged.

1.3 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: All equipment of the same general type shall be of the same Manufacturer and shall be a standard product in current production.
- B. The equipment Manufacturer shall have been engaged in the manufacture of the equipment being supplied for the past 5 years.
- C. The equipment Installer shall have been engaged in the installation of the equipment being supplied for the past 5 years and approved by Manufacturer.
- D. All equipment shall be rated for the specified test pressure of the piping where it is connected.

1.4 SUBMITTALS

- A. Provide technical submittals in accordance with Division 01 Section "Submittal Procedures", demonstrating that all equipment provided conforms completely to the requirements of this Section.
- B. Product Data
 - 1. Catalog cut sheets and description of all items.
 - 2. Specific location of each item in the Project.
 - 3. Construction materials.
 - 4. Electric and control data.
- C. Shop Drawings
 - 1. Detailed dimensional drawings indicating overall dimensions and required clearances of each size item with actuators mounted.
 - 2. Orientation of actuator.
 - 3. Elevations, weights, and sizes of all gates.
 - 4. Cross-section drawings labeling all interior parts, including bearings, seals, and other mechanical parts.

- 5. Diagrams indicating lubrication compartments.
- 6. Anchoring and mounting details.

- D. Operation and Maintenance Manuals: Provide Operation and Maintenance Manuals in accordance with Division 01 Section "Closeout Procedures".

1.5 HANDLING, DELIVERY, AND STORAGE

- A. All materials and equipment shall be inspected by Contractor upon delivery to the Site. Contractor shall notify Engineer if any loss or damage exists. Contractor shall replace loss or repair damage to new condition in accordance with the Manufacturer's instructions.
- B. Handling and storage instructions shall accompany all materials and equipment delivered to the site. Store all equipment and materials in accordance with the manufacturer's instructions. Store equipment and materials in a covered environment, off the ground, and to permit easy access for identification and inspection.

1.6 REFERENCED STANDARDS

- A. American National Standards Institute (ANSI).
- B. American Society of Mechanical Engineers (ASME).
- C. American Society of Testing and Materials (ASTM).
- D. American Water Works Association (AWWA).

PART 2 - PRODUCTS

2.1 GENERAL

- A. All valves shall have the manufacturer's name and working pressure cast in raised letters on valve body.
- B. Provide all valves to turn clockwise to close, unless otherwise shown or specified. Valves shall include permanent markings for direction to open.
- C. Connections: Flanged or mechanical joints as indicated on the Drawings. If not indicated use flanged for exposed valves and mechanical joint for buried valves. Protect wetted parts from galvanic corrosion due to contact of dissimilar metals.
 - 1. Flanged: ANSI B16.1, Class 125
 - 2. Mechanical joint: AWWA C111
- D. Bolts and Studs
 - 1. Exposed: ASTM A307 Grade B or ASTM A354
 - 2. Submerged or buried: Stainless steel
 - 3. Head: Hexagon for flanged, T-head for mechanical joint.
- E. Gaskets: Material, size, and installation shall conform to manufacturer's recommendations.

- F. Valve Tags: Provide brass, stainless steel, or plastic valve tags on each valve after valve is installed, with the following information clearly labeled and engraved:
1. Valve number
 2. Manufacturer and size
 3. Direction to open
 4. Pressure rating
 5. Function

2.2 VALVES

A. AWWA RESILIENT WEDGE GATE VALVE

1. General
 - a. AWWA C509.
 - b. Ductile iron body.
 - c. Direction of Opening: Counter-clockwise.
 - d. Seals: O-ring in lieu of stuffing box.
 - e. Stem: Bronze ASTM B138 alloy, non-rising.
 - f. Gate: Rubber encapsulated ductile iron.
 - 1) No exposed metal seams, edges, screws, etc. shall be in the waterway in the closed position.
 - g. Ends: Inlet-Class 125 ASA Standard flange; outlet-mechanical joints conforming to AWWA C111.
 - h. Operating Nut: 2 inch AWWA Standard.
 - i. Valve boxes, cast iron, depth as required for all buried valves.
 - j. Finish: Interior and exterior fusion bonded epoxy coated, minimum thickness of 8 mils
 - k. Valves shall pass a seat test at a pressure of 250 psi without leakage. Valve shell shall pass a shell test with valve in open position at a pressure of 400 psi without leakage through metal, flanged joints, or stem seals.
2. Manufacturer: Mueller or American-Darling.

B. SEWAGE AIR AND VACUUM VALVES

1. General
 - a. AWWA C512
 - b. Float operated and shall incorporate a simple lever mechanism to enable the valve to automatically release accumulated air from a fluid system while that system is pressurized and operating.
 - c. Size: 2-inch
 - d. Body and Cover: Cast Iron A126 Class B.
 - e. Gasket: Composition.
 - f. Orifice: Stainless steel.
 - g. Float Arm: Stainless steel.
 - h. Leverage Bracket: Stainless steel.
 - i. Orifice Button: Buna – N.
 - j. Spring Pin: Stainless steel.
 - k. Float Ball: Stainless steel, ASTM A240.
 - l. Cap Screw: Stainless steel.

- m. Lockwasher: Stainless steel.
 - n. Pipe Plug – 1/2-inch NPT: steel.
 - o. Cover Bolts: Steel – Grade 2.
 - p. Coiled Spring Pin: Stainless steel.
 - q. Bushing: Stainless Steel, Series T300.
 - r. Pipe Plug – 1/4-inch NPT: Steel.
 - s. Exterior Paint: Universal Metal Primer
 - t. Valve Body Connections: Furnish 2-inch NPT cleanout and 1-inch NPT drain
 - u. Accessories: Backwash accessories, including inlet shutoff valve, blowoff valve, rubber supply hose, and quick-disconnect couplings
2. Manufacturer: APCO (Model 402 with backflushing attachments), or Engineer approved equal.

2.3 ACCESSORIES

A. Quick Connect Coupling

- 1. Material: Stainless steel.
- 2. Ends: 150 lb. Flat face flange x female.
- 3. Provide stainless steel lockable cap.
- 4. Manufacturer: Kamlock or equal.

B. Valve Appurtenances

- 1. Valve Extension Stems, Stem Guides, Wrenches and Keys
 - a. Extension Stem: Size at least as large as stem of operated valve.
 - b. Intermediate Stem Guide(s): Install for extensions more than 8 feet long or as shown on the Drawings.
 - c. Stem brackets and guides
 - 1) Cast iron having fully adjustable bronze bushed guide block.
 - d. Operating nuts
 - 1) Provide 2-inch square nut with each extension stem.
 - 2) Locate in floor box or grating recess as required.
 - e. Number: Provide operating key or wrench of suitable length and size for each valve that is not readily accessible to direct operation.

C. Valve Boxes

- 1. Location: Provide for all buried valves
- 2. Construction
 - a. Heavy pattern cast iron box.
 - b. Type: Two-piece adjustable telescoping.
 - c. Inside Diameter: 5- 1/4 inch minimum.
 - d. Extension stem and operating nut.
 - e. Cover: Heavy duty cast iron. Clearly and permanently mark "SEWER" to suit application.
 - f. Direction to Open Arrow: Cast in cover.
 - g. Manufacturer: Bingham & Taylor (Model 4905, Size 22).

- D. Expansion Joints
 - 1. Expansion joint shall allow axial compression or expansion, lateral movement, and axial deflection.
 - 2. Materials
 - a. All Materials shall be NSF approved.
 - b. Bellows: PF4.
 - c. Flanges: 304 SS.
 - d. Reinforcing Rings: 304 SS.
 - e. Limit Bolts: 316 SS.
 - f. Nuts: 304 SS.
 - g. Grommets: Neoprene.
 - h. Washers: 304 SS.
 - 3. Install expansion joints in tension to facilitate removal.
 - 4. Manufacturers: PSI Link-Seal, Proco, RedValve, Flexicraft or equal.

PART 3 - EXECUTION

3.1 VALVES, GATES, AND ACCESSORIES: INSTALLATION

- A. General
 - 1. Install in accordance with Manufacturer's recommendations.
 - 2. Install valves for convenient operation of hand-wheels or wrenches from the operating floor without interfering with access as acceptable to the Engineer or Owner.
 - 3. Orientation of Valves
 - a. Install valves plumb and level unless otherwise approved or shown.
 - b. Install valves free from distortion and strain caused by misaligned piping, equipment, or other causes.
- B. Valves
 - 1. Install where shown on the Drawings.
 - 2. Install under pressure in strict accordance with Manufacturer's recommendations.
 - 3. Satisfactorily test under 150 psi pressure prior to cutting operations. If leaks appear, make repairs and re-test.
- C. Valve Appurtenances
 - 1. Valve Boxes
 - a. Install plumb with the bodies centered directly over the valves and flush with the finished grade.
 - b. Carefully tamp earth fill around each box to a distance of 4 feet on all sides.
 - c. Tamp earth fill to the undisturbed trench face, if less than 4 feet.

3.2 WORK AFFECTING EXISTING PIPING

- A. Location of Existing Piping
 - 1. Locations of existing piping shown shall be considered approximate.
 - 2. Contractor is responsible for determining exact location of existing piping to which he must make connections, may disturb during earth moving operations, or may affect in any way by his work.

- B. Removing Existing Pipelines from Service
 - 1. Pipelines shall not be removed from service unless approved by the Engineer or Owner.
 - 2. Notify the Engineer and Owner at least 48 hours prior to taking pipeline out of service.

- C. Work on Existing Pipelines
 - 1. Cut piping as shown or required using machines designed specifically for this work.
 - 2. Install temporary plugs to keep out all mud, dirt, water, and debris.

END OF SECTION 400523

SECTION 409123 - FLOW MEASUREMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General: Drawings and general provisions of Contract, including General and Supplementary Conditions and all divisions of specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. General: The Contractor shall provide the labor, tools, equipment, and materials necessary to install flow measurement equipment in accordance with the contract drawings and as specified herein.
- B. Types: The types of equipment specified in this section include the following:
 - 1. Ultrasonic open channel flow monitor

1.3 QUALITY ASSURANCE

- A. Codes and Standards: Perform all work associated with level measurement equipment in compliance with applicable requirements of governing agencies having jurisdiction and in accordance with these plans and as specified herein.
 - 1. National Electrical Manufacturers Association (NEMA) Compliance.
 - 2. National Electrical Code (NEC) Compliance.
 - 3. Underwriters' Laboratories, Inc. (UL) Compliance and Labeling: Comply with provisions of UL safety standards pertaining to level measurement equipment. Provide products and components that have been UL listed and labeled.
- B. Qualifications
 - 1. Manufacturer's Qualifications: Firms regularly engaged in manufacture of flow measurement equipment whose products have been in satisfactory use in similar service for not less than 5 years.
 - 2. Installer's Qualifications: Qualified with at least 5 years of successful installation experience on projects with flow measurement equipment similar to that required for this project. Also, an approved manufacturer's representative factory educated in maintenance, installation, and start-up of the flow measurement equipment.

1.4 SUBMITTALS

- A. General: Furnish manufacturer's product data, test reports, and material certifications as required.
- B. Materials List: Submit a list of materials giving quantities, manufacturer's name, and catalog numbers.
- C. Wiring Diagrams: Submit wiring diagrams showing all connections for all equipment furnished under this section.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping: Deliver equipment properly packaged and mounted on pallets or skids to facilitate handling of heavy items. Utilize factory fabricated type containers or wrappings that protect components from damage.

PART 2 - PRODUCTS

2.1 MAGNETIC FLOW METERS

A. Features

1. Pulsed direct current (dc) electromagnetic induction meter.
2. Flow Tube
 - a. NEMA 4X capable of withstanding accidental submergence in 30 feet of water for up to 48 hours, for meter vault locations.
 - b. End Connections: 150 pound flanged ends.
 - c. End Connections: 1/2 or 3/4 inch NPT with watertight seals on cable entrance.
 - d. Fluid Property Effects: Accuracy unaffected by changes in fluid velocity, density, pressure, temperature, or conductivity (above minimum conductivity limit).
3. Signal Converter
 - a. Construction: Solid state.
 - b. Interchangeability: Capable of being interchanged with any magnetic flow meter or signal converter of the type specified herein without affecting accuracy or requiring circuit modifications or recalibration.
 - c. Low flow cutoff and positive zero return when activated by a remote contact closure.
 - d. Mounting: Electrical Equipment Shelter – Pump Control Panel; refer to Drawings.
 - e. Enclosure: NEMA 4X.
 - f. Local Indication: Integrally mounted linear scale in engineering units. Minimum 2 inch scale length.
 - g. Digital Indicators: Illuminated, 1/4 inch high digits, 1 percent resolution, permanent tag including full scale reading and units. If integral units cannot meet this specification, then adjacent units are to be provided. Limit digital display to one decimal.

B. Accessories

1. Lifting lug on the top of each meter flange, where applicable.
2. Shielded cable assemblies for connection between flow meter and signal converter.
3. Grounding rings, gaskets, or probes for meters installed in pipes made of or lined with nonconductive material. Self cleaning probes and rings.
4. Grounding straps.
5. Stainless steel tag.

C. Materials

1. Body and Tube
2. Flow Meter 4 Inches and Smaller: Stainless steel.
3. Flow Meters Larger than 4 Inches: Carbon steel.
4. Liner: PFA Teflon.

5. Electrodes: Stainless steel.
6. Grounding Rings: 316 stainless steel.
7. Exterior Finish: Corrosion resistant epoxy.
8. Signal Converter Enclosure: Cast aluminum, epoxy coated.

D. Sizes and Ratings

1. System Accuracy: ± 2.0 percent of rate from 0 to 10 percent of range; ± 1.0 percent of rate from 10 to 100 percent of range.
2. System Repeatability: ± 1.0 percent of rate in 10 to 100 percent flow range.
3. Drift: Complete zero stability.
4. Minimum Fluid Conductivity Limit: 5 microsiemens per centimeter or higher.
5. Ambient Temperature Range: 4 to 140 deg F for signal converter and flow meter.
6. Process Fluid Temperature: 140 deg F maximum.
7. Range Adjustment: Continuously adjustable from 1 to 31 feet per second (fps).
8. Signal Output: 4 20 milliamperes direct current (mAdc) isolated into 0 to 750 ohms, isolated.
9. Power Requirements: 120 volts alternating current (Vac) +10 percent, 60 hertz (Hz), 30 watts (W) maximum.

E. Manufacturer: Subject to compliance with the requirements of this specification, available manufacturers of magnetic flow meters include, but are not limited to, the following:

1. ABB
2. Endress and Hauser Instruments.
3. Siemens

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- A. Discrepancies: In the event any discrepancies are discovered, immediately notify the Owner's Representative in writing. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 PREPARATION

- A. Protection
1. All equipment and materials shall be packed at the factory to protect each item from damage during shipment and storage.
 2. Provide blocking and cushioning materials to prevent damage during shipment.
 3. Provide temporary lifting lugs on shipping package as needed.
 4. Include approximately 1 pint of touch-up paint for each finish color in shipment.
- B. Surface Preparation: The work shall be carefully laid out in advance. Where cutting, drilling, etc., of floors, walls, ceilings, or other surfaces is necessary, this work shall be carefully done.

Any damage to building, piping or equipment shall be repaired by skilled mechanics of the trades involved, and at no additional cost to the Owner.

3.3 INSTALLATION

- A. Coordinate the installation of in-line process flow elements with the installation of process piping equipment.
- B. Install straight lengths of pipe on either side of flow meter as recommended by the manufacturer unless otherwise noted on the contract drawings. Coordinate actual installation location with Contractor installing piping before piping layouts are submitted.
- C. Mount instruments so that they may be readily approached and easily serviced.
- D. Install transmitter with local indicators in a position that the operator can observe the indicator from the operating area.

3.4 FIELD QUALITY CONTROL

- A. Calibration: Provide for the service of a certified representative of the manufacturer to calibrate all flow meters. Provide labor, materials, tools, and equipment required to calibrate the flow meters. Calibration shall be performed under conditions of constant flow. Refer to specific product requirements for additional calibration requirements.
- B. Inspection: Provide for services of a qualified representative of the manufacturer to inspect and approve installation.
- C. Tests: Upon completion of all inspections, and prior to acceptance, perform field tests.

3.5 ADJUSTING

- A. Calibration: Perform calibration adjustments of each flow device as needed for a complete operational system.

3.6 CLEANING

- A. Flow Measurement: Each flow device shall be kept clean and free of dust during the storage, start-up, demonstration, and warranty period.

3.7 DEMONSTRATION

- A. General: Before required tests may be performed, the Contractor, along with a qualified representative of the instrument supplier, shall thoroughly demonstrate to the Engineer and to the Owner's personnel the operation and maintenance of all items provided under this section.
- B. Features: Reliable and accurate operation of each meter and all specified accessories shall be demonstrated. This shall include accuracy, stability, and repeatability as specified over a 10 to 1 flow range.

- C. Continuity: Once a meter has demonstrated the specified features and accuracy, it shall demonstrate continuity of performance for three continuous, successive days. The meter shall intentionally be exposed to conditions which provide the full range of variations of flow supply. At a minimum, one daily excursion to maximum flow and one daily excursion to minimum flow shall be arranged. The minimum duration of these extreme flows shall be 5 minutes if a series meter is used or the time required to meter a geometrically measurable flow (GMF) volume. The "5 minute" flow option requires a series meter to validate the flow meter performance. The series meter(s), if not available as part of the permanent system, shall be provided by the Contractor for this demonstration. Each day during the demonstration an hourly validation of accuracy and all accessories shall be made by the Owner's Representative. Nighttime validation shall occur as arranged by the Owner and Engineer. Any performance outside specified performance or any failure of any accessory shall cause the complete 3 day performance demonstration to begin again. The "5 minute" flow option shall be the assumed case for every meter unless a meter is clearly listed "GMF" in the specifications.

- D. Recording: Each meter being demonstrated by the Contractor shall be individually recorded on a 24 hour paper chart with minimum 4 inches of scale length. If a series meter is used it shall also be recorded on the same meter. Recording meters shall be certified accurate, demonstrated accurate, and provided by the Contractor for testing of the provided meters.

END OF SECTION 409123

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Prosecutor's Approval Page

Resolution No.

A resolution to approve the contract award for the Valley Force Main Project; ARP fiscal recovery fund, #2876

(Fairfield County Utilities Department)

Approved as to form on 4/19/2024 9:23:37 AM by Amy Brown-Thompson,

A handwritten signature in blue ink that reads "Amy Brown-Thompson". The signature is written in a cursive style.

Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2024-04.23.hh

A Resolution to Approve the Contract Award for the Valley Force Main Project; ARP
Fiscal Recovery Fund #2876

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

WHEREAS, departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

WHEREAS, the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date of April 25, 2024; and

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, FAIRFIELD COUNTY, STATE OF OHIO:

Section 1. That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance
cc: Finance Office

INVOICES BY DEPARTMENT

04/25/2024 to 04/25/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200			COMMISSIONERS ADMIN						
			Fund: 2876 - FISCAL RECOVERY (ARP)						
5399364	04/25/2024	4623	VILLAGE OF BALTIMORE	3	04/09/2024	23004231	C0423	subgrant agreement for Baltimore Water project	199,539.42
							TOTAL: COMMISSIONERS ADMIN		199,539.42

INVOICES BY DEPARTMENT

04/25/2024 to 04/25/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1201			COMM-ECONOMIC DEV						
			Fund: 7831 - WRKFCE INN OPP ACT 20/21						
5399367	04/25/2024	54970	HOCKING TECHNICAL COLLEGE	1736	03/16/2024	24000523	C0423	READY TO WORK MANUFACTURING PRGRM & INSTRUCTOR / L	109,071.38
							TOTAL: COMM-ECONOMIC DEV		109,071.38

INVOICES BY DEPARTMENT

04/25/2024 to 04/25/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1223	UTILITIES-OPERATIONS								
Fund: 5044 - FAIRFIELD CO SEWER DISTRICT									
5399366	04/25/2024	14433	T&M ASSOCIATES	LAF460408	03/26/2024	22008194	C0423	SCADA UPGRADES	65,328.75
Fund: 5046 - FAIRFIELD CO WATER DISTRICT									
5399365	04/25/2024	12841	LAW GENERAL CONTRACTTING INC	2	02/28/2024	23007597	C0423	PICKERINGTON RD & WATERMAIN IMPROVEMENTS	183,867.77
5399365	04/25/2024	12841	LAW GENERAL CONTRACTTING INC	2	02/28/2024	24000883	C0423	PICKERINGTON & REFUGEE RD WATERMAIN IMPROVEMENTS	9,755.25
5399366	04/25/2024	14433	T&M ASSOCIATES	LAF460408	03/26/2024	22008194	C0423	SCADA UPGRADES	65,328.74
TOTAL: UTILITIES-OPERATIONS									324,280.51

INVOICES BY DEPARTMENT

04/25/2024 to 04/25/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
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Summary Total for this report: **\$632,891.31**

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Signature Page

Resolution No. 2024-04.23.ii

A Resolution Authorizing the Approval of Payment of Invoices for Departments that need Board of Commissioners' Approval

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.