

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

FOR NPS USE ONLY

RECEIVED

DATE ENTERED

NATIONAL REGISTER OF HISTORIC PLACES
INVENTORY -- NOMINATION FORMSEE INSTRUCTIONS IN *HOW TO COMPLETE NATIONAL REGISTER FORMS*
TYPE ALL ENTRIES -- COMPLETE APPLICABLE SECTIONS**1 NAME**

HISTORIC

AND/OR COMMON

Chilton House

2 LOCATION

STREET & NUMBER

Unassigned

NOT FOR PUBLICATION

CITY, TOWN

St. Albans

VICINITY OF

CONGRESSIONAL DISTRICT

Third

STATE

West Virginia

CODE
54

COUNTY

Kanawha

CODE
039**3 CLASSIFICATION**

CATEGORY

☐ DISTRICT
☒ BUILDING(S)
☐ STRUCTURE
☐ SITE
☐ OBJECT

OWNERSHIP

☒ PUBLIC
☐ PRIVATE
☐ BOTH

PUBLIC ACQUISITION

☐ IN PROCESS
☐ BEING CONSIDERED

STATUS

☐ OCCUPIED
☒ UNOCCUPIED
☐ WORK IN PROGRESS
ACCESSIBLE
☒ YES: RESTRICTED
☐ YES: UNRESTRICTED
☐ NO

PRESENT USE

☐ AGRICULTURE
☐ COMMERCIAL
☐ EDUCATIONAL
☐ ENTERTAINMENT
☐ GOVERNMENT
☐ INDUSTRIAL
☐ MILITARY
☐ MUSEUM
☐ PARK
☐ PRIVATE RESIDENCE
☐ RELIGIOUS
☐ SCIENTIFIC
☐ TRANSPORTATION
☒ OTHER: Vacant**4 OWNER OF PROPERTY**

NAME

St. Albans Urban Renewal Authority

STREET & NUMBER

88 Clarks Court

CITY, TOWN

St. Albans

VICINITY OF

STATE

West Virginia

5 LOCATION OF LEGAL DESCRIPTIONCOURTHOUSE,
REGISTRY OF DEEDS, ETC.

Kanawha County Courthouse

STREET & NUMBER

416 Kanawha Boulevard, East

CITY, TOWN

Charleston

STATE

West Virginia

6 REPRESENTATION IN EXISTING SURVEYS

TITLE

DATE

☐ FEDERAL ☐ STATE ☐ COUNTY ☐ LOCALDEPOSITORY FOR
SURVEY RECORDS

CITY, TOWN

STATE

DESCRIPTION

CONDITION		CHECK ONE	CHECK ONE
<input type="checkbox"/> EXCELLENT	<input type="checkbox"/> DETERIORATED	<input type="checkbox"/> UNALTERED	<input type="checkbox"/> ORIGINAL SITE
<input type="checkbox"/> GOOD	<input type="checkbox"/> RUINS	<input checked="" type="checkbox"/> ALTERED	<input checked="" type="checkbox"/> MOVED
<input checked="" type="checkbox"/> FAIR	<input type="checkbox"/> UNEXPOSED		DATE 1975-76

DESCRIBE THE PRESENT AND ORIGINAL (IF KNOWN) PHYSICAL APPEARANCE

The Chilton House is essentially a T-shaped brick structure in a Gothic Revival style transplanted to an area which was little more than a small river town about 125 years ago. The front portion of the building faces south, and the leg runs toward the north, set well to the east of center of the cross section and connecting at about one-fourth of the distance from the east corner as from the west. Such an arrangement gives a picturesque east elevation with three gables, the front having a pitch slightly less than those in the leg of the "T." The west elevation shows two gables, that in the front projecting well to the west of that in the leg. There is also one gable on both the south and north elevations, that on the former being placed in the center of the facade. The Chilton House, then, has a total of seven gables, three in the head and four in the leg of its "T" shape.

At the original location, there were two wooden elements which jutted from the brick face. The front had a one-story porch symmetrically placed below the gable. It was supported by two attached and four free-standing posts, and the continuation of attached pieces above the roofline and patches in the metal roof of the porch indicate that a balustrade formerly surrounded the second floor. On the west elevation, between the northern end and the head of the "T," there was a frame lean-to addition. This housed an enclosed storage-type area and an open porch. Its supporting columns, like those of the front porch, were well proportioned and showed fine workmanship in notching along the four edges of their square shape. At one time, there was also a porch to the rear, for lines on the brickwork clearly indicate a covering just below the second-story door. At the new location, the porches have not been replaced as yet, and it is uncertain if or when they will be.

The brickwork is interesting. There has been some speculation that the house was enlarged about 1883 when the Chilton family purchased the property. If this were so, however, the brickmason did an excellent job, matching brick and mortar and continuing the same haphazard detail in bonding, which is repeated throughout. Basically, the front section is of a common bond above the first-story windows, and the rear (or leg) is common bond in its entire height above the large, cut-stone foundation (in the new location, a course of sandstone is below the brick, but it is supported on a high cinder block foundation that is exposed on all but the east elevation. It is uncertain whether the grade will be raised to cover the cinder blocks). In placing the brick, though, many odd sizes appear within bond arrangements, and two, three, four, six and eight inch sections are visible in many unusual places.

The exterior openings are symmetrical in placement. Windows or doors appear in both levels below all gables (except the west side of the front segment where a window appears only on the second floor). All windows have double-hung, wooden sash and a 2/2 pane arrangement (most panes are original), and though most remain boarded after the move, it is expected that they will be retained in original form. Door openings on the first floor of the front and second floor of the rear are flat headed, with the front door having a transom-like overlight. The double-door on the second floor of the front has a typical pointed-arch design with divided and arched panes set above the panels of the lower portion. There are also two doors leading from the dining room (the first room in the leg section as approached from the main entrance hall) to the exterior of the west elevation.

Roofs are steep and coated with a metal covering. Beneath the roofline are deep-set cornices with decorative brackets. The brick chimneys project high above

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CHILTON HOUSE, ST. ALBANS, KANAWHA COUNTY, WEST VIRGINIA

CONTINUATION SHEET

ITEM NUMBER 7 PAGE two

the house and have an interesting flange near the top (one chimney cap was removed while the house was being transported, but it is expected that it will be replaced).

A total of eight rooms, four on each floor, provide living space on the interior. Arrangement is such that two are across each level of the head of the "T" and two stretch toward the back of the leg. Chimney placement allows each room to be served by a fireplace, but the present condition does not show openings in the first-and second-floor rooms to the rear and the second-floor room to the east of the front section. Those fireplaces which have original mantels show a heavy board in a plain and pleasing style. Most floors are of wide pine boards. The stairway is rather narrow, but it has a touch of elegance in its curvature, stability and simple lines. Windows are unique, having a spring latch which holds the lower sash at pre-set intervals. Molding on windows, doors and baseboard is plain, but well worked.

The only major alteration has been the placement of a window on the first floor of the rear where a door used to be. In the interior, the only change has been the placing of a brick front on the fireplace in the south room of the first floor in the front section. No major changes were made to the interior of the house prior to its being moved.

Because of urban renewal plans in the City of St. Albans, the Chilton House had to be physically moved. Preparations for this move took place during the latter portion of 1974 and the first half of 1975. During the last part of 1975, the structure was placed on a trailer and transported approximately 200 yards to its new location. The house remained elevated on this trailer for several months into 1976 until a cinder block foundation (capped with a course of cut sandstone) was prepared for its placement. Although the building was physically on its foundation by mid-1976, the completion of the move with the replacement of porches, backfilling to a line about even with the cut sandstone course of the foundation, unboarding of the windows, and the recapping of two chimneys was left in abeyance.

The move of the Chilton House has altered its orientation and environment substantially. Formerly placed on an east-west axis, the building now faces south. When located along "B" Street, the structure was part of a residential setting which included several older houses, a church, commercial and civic buildings. In its new location it is relatively close to only the backs of buildings of much later construction and to open areas. In addition, the Chilton House is now within 100 yards of the Coal River whereas before it was about 300 yards distant, and to its side is a new "loop" highway which is heavily traveled.

SIGNIFICANCE

PERIOD		AREAS OF SIGNIFICANCE -- CHECK AND JUSTIFY BELOW			
<input type="checkbox"/> PREHISTORIC	<input type="checkbox"/> ARCHEOLOGY-PREHISTORIC	<input type="checkbox"/> COMMUNITY PLANNING	<input type="checkbox"/> LANDSCAPE ARCHITECTURE	<input type="checkbox"/> RELIGION	
<input type="checkbox"/> 1400-1499	<input type="checkbox"/> ARCHEOLOGY-HISTORIC	<input type="checkbox"/> CONSERVATION	<input type="checkbox"/> LAW	<input type="checkbox"/> SCIENCE	
<input type="checkbox"/> 1500-1599	<input type="checkbox"/> AGRICULTURE	<input type="checkbox"/> ECONOMICS	<input type="checkbox"/> LITERATURE	<input type="checkbox"/> SCULPTURE	
<input type="checkbox"/> 1600-1699	<input checked="" type="checkbox"/> ARCHITECTURE	<input type="checkbox"/> EDUCATION	<input type="checkbox"/> MILITARY	<input type="checkbox"/> SOCIAL/HUMANITARIAN	
<input type="checkbox"/> 1700-1799	<input type="checkbox"/> ART	<input type="checkbox"/> ENGINEERING	<input type="checkbox"/> MUSIC	<input type="checkbox"/> THEATER	
<input checked="" type="checkbox"/> 1800-1899	<input type="checkbox"/> COMMERCE	<input type="checkbox"/> EXPLORATION/SETTLEMENT	<input type="checkbox"/> PHILOSOPHY	<input type="checkbox"/> TRANSPORTATION	
<input type="checkbox"/> 1900-	<input type="checkbox"/> COMMUNICATIONS	<input type="checkbox"/> INDUSTRY	<input type="checkbox"/> POLITICS/GOVERNMENT	<input checked="" type="checkbox"/> OTHER (SPECIFY) Local History	
		<input type="checkbox"/> INVENTION			

SPECIFIC DATES c. 1857 (constructed) BUILDER/ARCHITECT

STATEMENT OF SIGNIFICANCE

The Chilton House was constructed as a town house in an area which had not long before been frontier and wilderness. Its location on flat land along the waters of the Coal River near its junction with the Kanawha, however, made it a prime area for growth. When the boundaries pushed outward, new buildings in this section were constructed in interesting designs and well-laid brick. The Chilton House stands out, though, in its Gothic lines and compactness of style. Add to this its association with families of position in both the local area and to the east, and the structure takes on a value which has become increasingly appreciated as a better understanding of its history unfolds.

The Chilton House is a good example of Gothic Revival architecture applied to the middle-class living standards of a small river town. Built about 1857, the main features of the unpretentious structure are its numerous and steep gables. These are enhanced by a rather exaggerated roof overhang which allows a deep, bracketed cornice. The Gothic lines are also represented in the arching of both the outline and glass arrangement in the double doors on the second floor of the facade. The main entrance door has two elongated panes which have a high, though not pointed, arch.

True to the lifestyles of the period, the house was probably arranged so that the dining room (the first room in the leg as approached from the front entrance) was the central point of concentration. It had two doors leading to the south exterior of the house and once was approached by a stone walkway to the street (it was probably used as the family entrance and the route to a hitching post for horses). The dining room also has a direct path to the kitchen, the front entrance and the stairway.

A man named Allen Smith apparently had the house built soon after he purchased the lot in 1856. Smith was a local businessman, and the location of his residence near the center of the town's activity attests to the importance of this place. The building is quite close to the Coal River (from which the old name for the St. Albans area--Coalsmouth--was taken) and is believed to be the oldest remaining structure in what was once the business district of the town.

In April 1883, the daughter and son-in-law of Smith sold the property to Mrs. Mary Elizabeth Wilson Chilton, wife of William E. Chilton I. It was this union which brought together two illustrious families and produced as illustrious a group of offspring. In fact, Mary Elizabeth's mother was the daughter of a Teays, one of the earliest families to have explored and settled the area, and a Carroll, a direct descendant of Charles Carroll of Carrollton, a signer of the Declaration of Independence. William and Mary Chilton had two daughters and five sons. All of the sons became well-known business and professional men, Samuel Blackwell having been a highly regarded physician (who died in the Chilton House in 1893) and Joseph and William E. having been trained in the law.

It is uncertain whether or not the son, William E., lived in the house for any length of time, but it is known for sure that he frequently visited his family

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CONTINUATION SHEET

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there while practicing law and serving in public office at nearby Charleston. He was prosecuting attorney for Kanawha County from 1883 to 1885, Secretary of State for West Virginia from 1893 to 1897 and a United States Senator from 1911 to 1917. Along with his older brother, Joseph, and William A. MacCorkle (governor of West Virginia from 1893 to 1897), William established the law firm of Chilton, MacCorkle and Chilton.

Chilton House remained in the hands of this family until sometime after 1915, having been sold to the youngest son, John Savary, in that year. These family associations give the structure an importance that enhances its fine lines of a simple version of Gothic Revival architecture.

9 MAJOR BIBLIOGRAPHICAL REFERENCES

Burnett, Sarah Abigail. Family history notebook. In the possession of Mary Frances (Burgess) Bowen, 3206 Kanawha Terrace, St. Albans, W.Va.
Capehart, Stephen P. "Coalsmouth." West Virginia Historical Magazine, V (Jan. 1905), 35-46.

Charleston, W.Va. Clerk's Office, Kanawha County Courthouse. Various deeds relating to the property, dated 1883 and 1915.

Interview, Messrs. Clarence Moran, Paul Marshall and Paul Vaughan, architects, with

10 GEOGRAPHICAL DATA

ACREAGE OF NOMINATED PROPERTY 1 acre

UTM REFERENCES

A 1 7 4 2 6 6 4 0 4 2 4 8 8 8 0
ZONE EASTING NORTHING

B
ZONE EASTING NORTHING

C

D

VERBAL BOUNDARY DESCRIPTION

LIST ALL STATES AND COUNTIES FOR PROPERTIES OVERLAPPING STATE OR COUNTY BOUNDARIES

STATE CODE COUNTY CODE

STATE CODE COUNTY CODE

11 FORM PREPARED BY

NAME / TITLE

James E. Harding, Historian

ORGANIZATION

West Virginia Antiquities Commission

DATE

December 29, 1976

STREET & NUMBER

P.O. Box 630

TELEPHONE

(304) 296-1791

CITY OR TOWN

Morgantown

STATE

West Virginia

12 STATE HISTORIC PRESERVATION OFFICER CERTIFICATION

THE EVALUATED SIGNIFICANCE OF THIS PROPERTY WITHIN THE STATE IS:

NATIONAL

STATE

LOCAL X

As the designated State Historic Preservation Officer for the National Historic Preservation Act of 1966 (Public Law 89-665), I hereby nominate this property for inclusion in the National Register and certify that it has been evaluated according to the criteria and procedures set forth by the National Park Service.

STATE HISTORIC PRESERVATION OFFICER SIGNATURE

Leonard M. Davis

TITLE West Virginia State Historic Preservation Officer

DATE December 30, 1976

FOR NPS USE ONLY

I HEREBY CERTIFY THAT THIS PROPERTY IS INCLUDED IN THE NATIONAL REGISTER

DATE

DIRECTOR, OFFICE OF ARCHEOLOGY AND HISTORIC PRESERVATION
ATTEST:

DATE

KEEPER OF THE NATIONAL REGISTER

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

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CONTINUATION SHEET

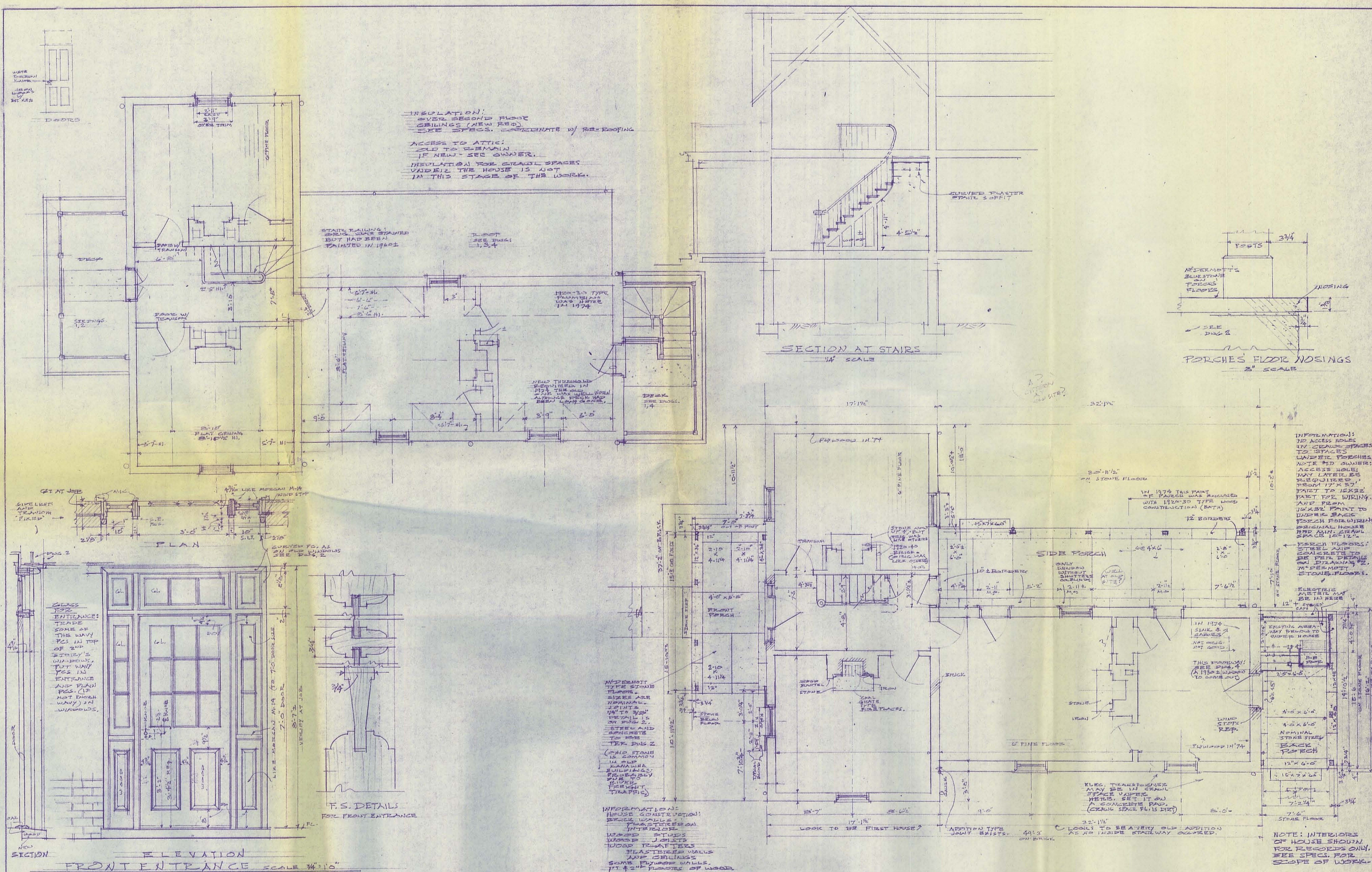
ITEM NUMBER 9

PAGE two

James E. Harding, Research Analyst, West Virginia Antiquities Commission.
Information on file at the West Virginia Antiquities Commission, P.O. Box
630, Morgantown, West Virginia.

Laidley, W.S. History of Charleston and Kanawha County, West Virginia and
Representative Citizens. Chicago: Richmond-Arnold Publishing Co., 1911
(?). (pp. 468-69 and 964-65)





INSULATION:
OVER SECOND FLOOR
CEILING (NEW REQ)
SEE SPECS. COORDINATE W/ ROOFING

ACCESS TO ATTIC:
OLD TO REMAIN
IF NEW SEC OWNER.
INSULATION FOR CRAWL SPACES
UNDER THE HOUSE IS NOT
IN THIS STAGE OF THE WORK.

SECTION AT STAIRS
1/4" SCALE

PORCHES FLOOR NOSINGS
3/8" SCALE

INFORMATION:
NO ACCESS HOLES
IN CRAWL SPACES
TO STAIRS
UNDER PORCHES.
NOTE TO OWNER:
ACCESS HOLES
MAY LATER BE
REQUIRED
FROM 17' X 57'
PART TO 16' X 22'
PART FOR WIRING.
AND FORM
16' X 22' PART TO
UNDER BACK
PORCH FOR WIRING
ORIGINAL HOUSE
HAD MAIN CRAWL
SPACE 16' X 12'.

IN 1974 THIS PART
OF PORCH WAS REBUILT
WITH 1920-30 TYPE WOOD
CONSTRUCTION (BATH)

IN 1974
SINK & S
CABINET
WAS REMOVED
NOT USED
NOT GOOD.

NOTE: INTERIORS
OF HOUSE SHOWN
FOR RECORDS ONLY.
SEE SPECS. FOR
SCOPE OF WORK.

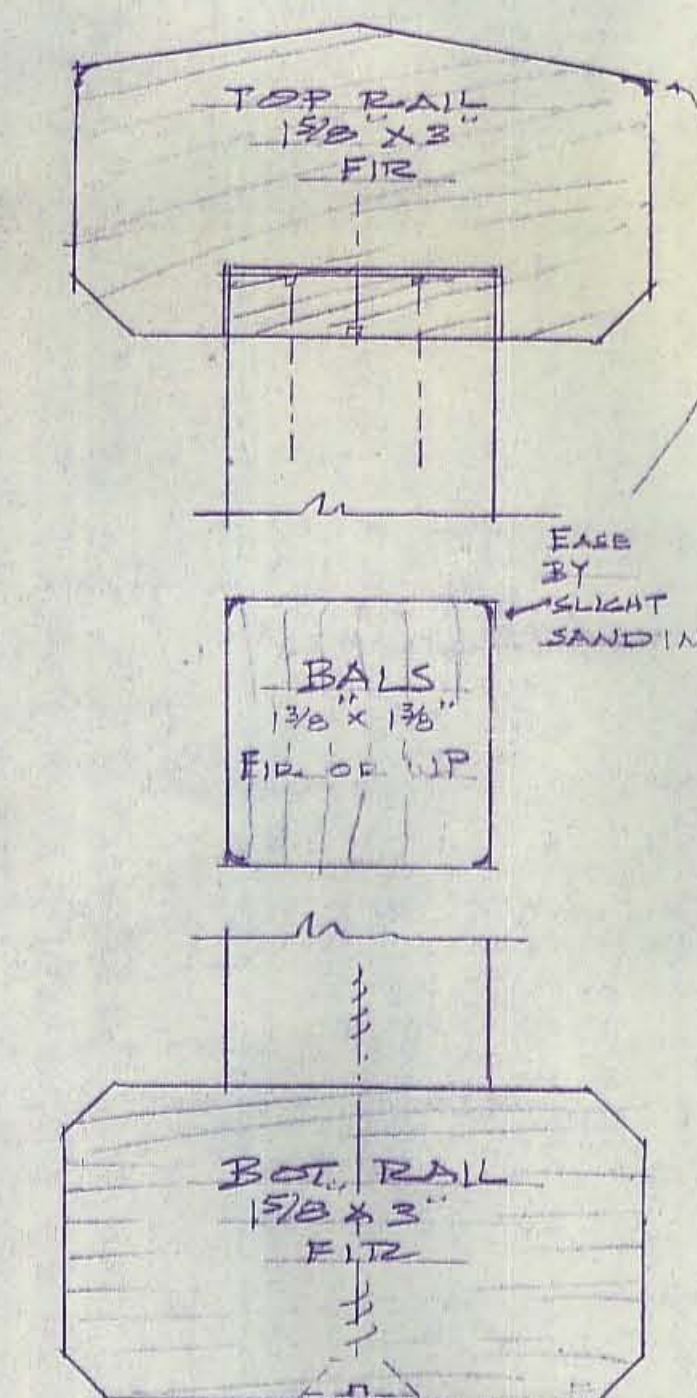
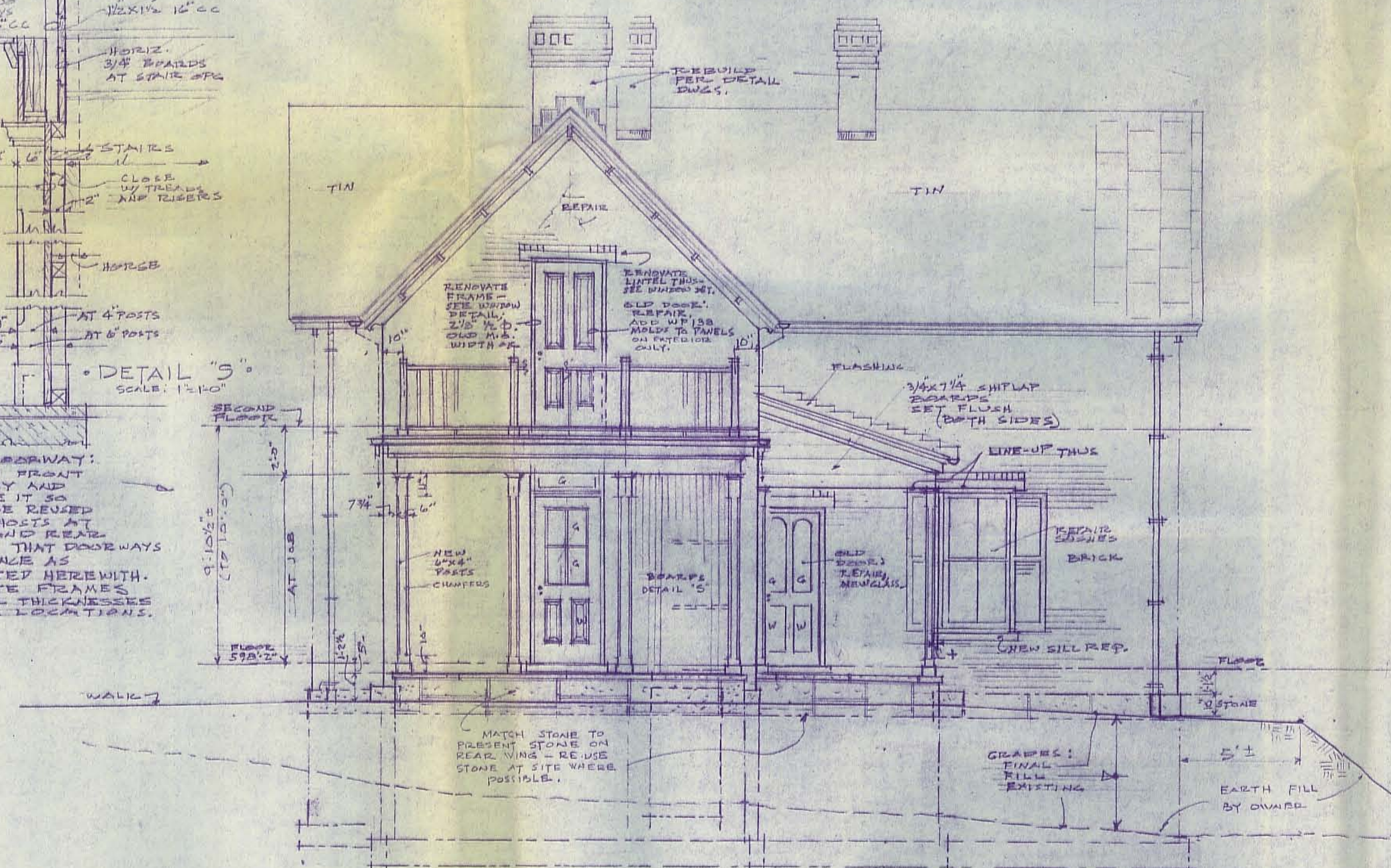
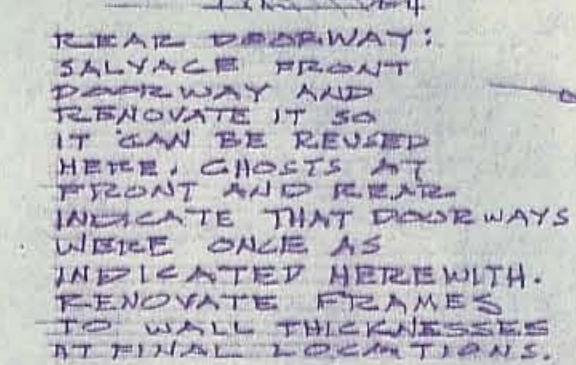
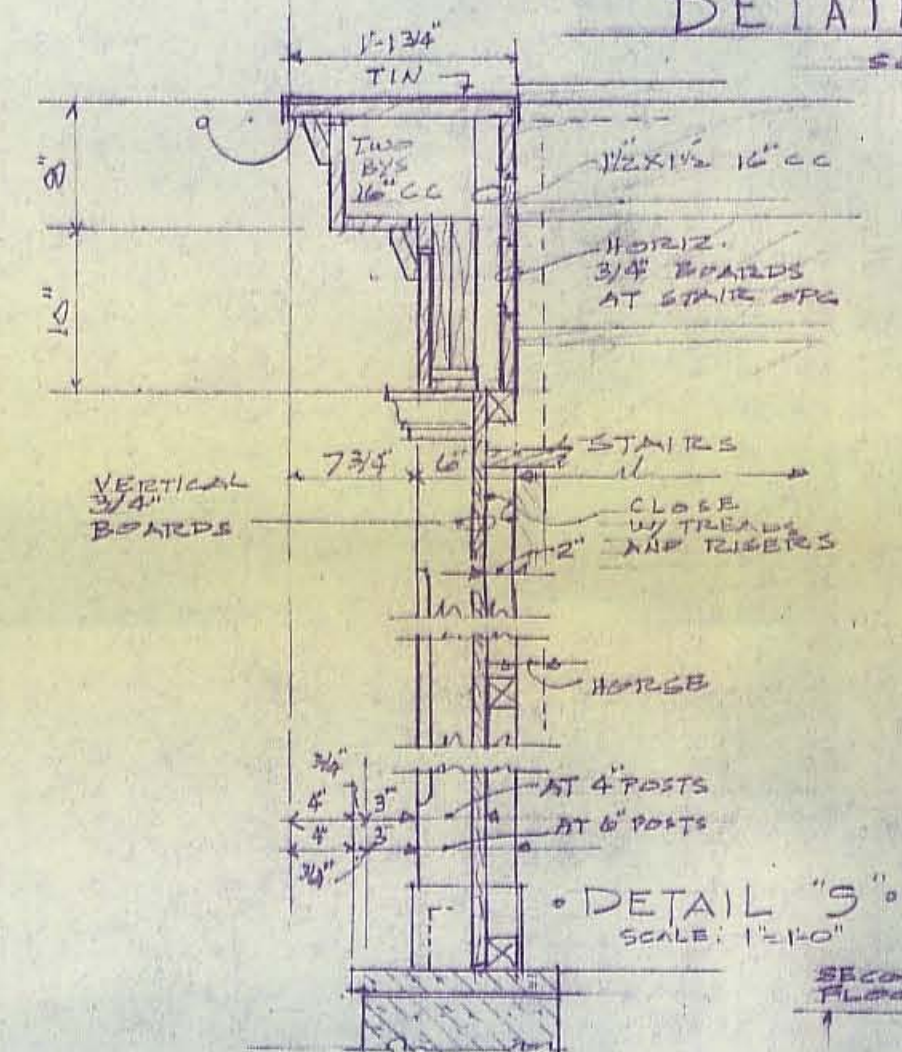
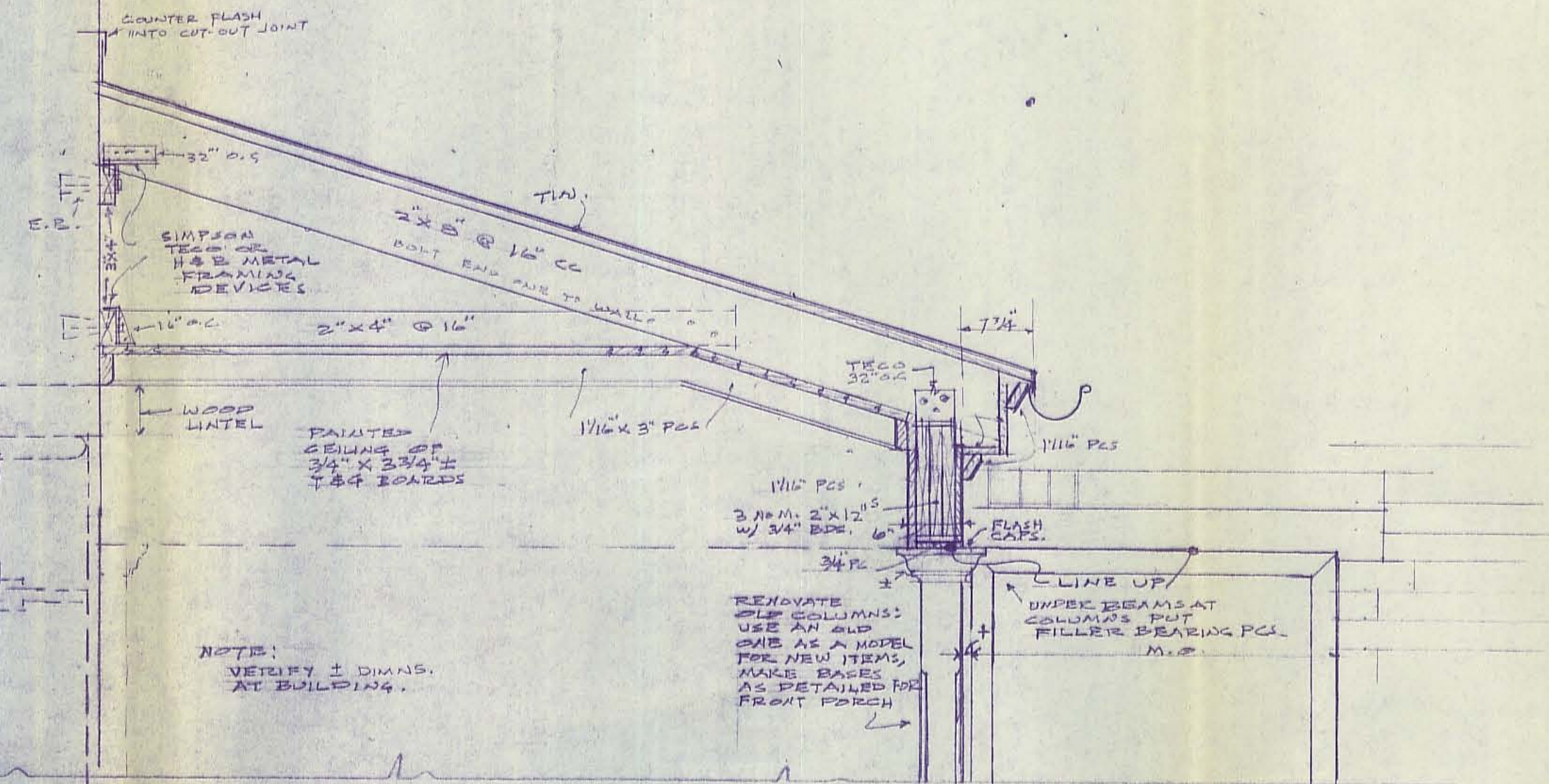
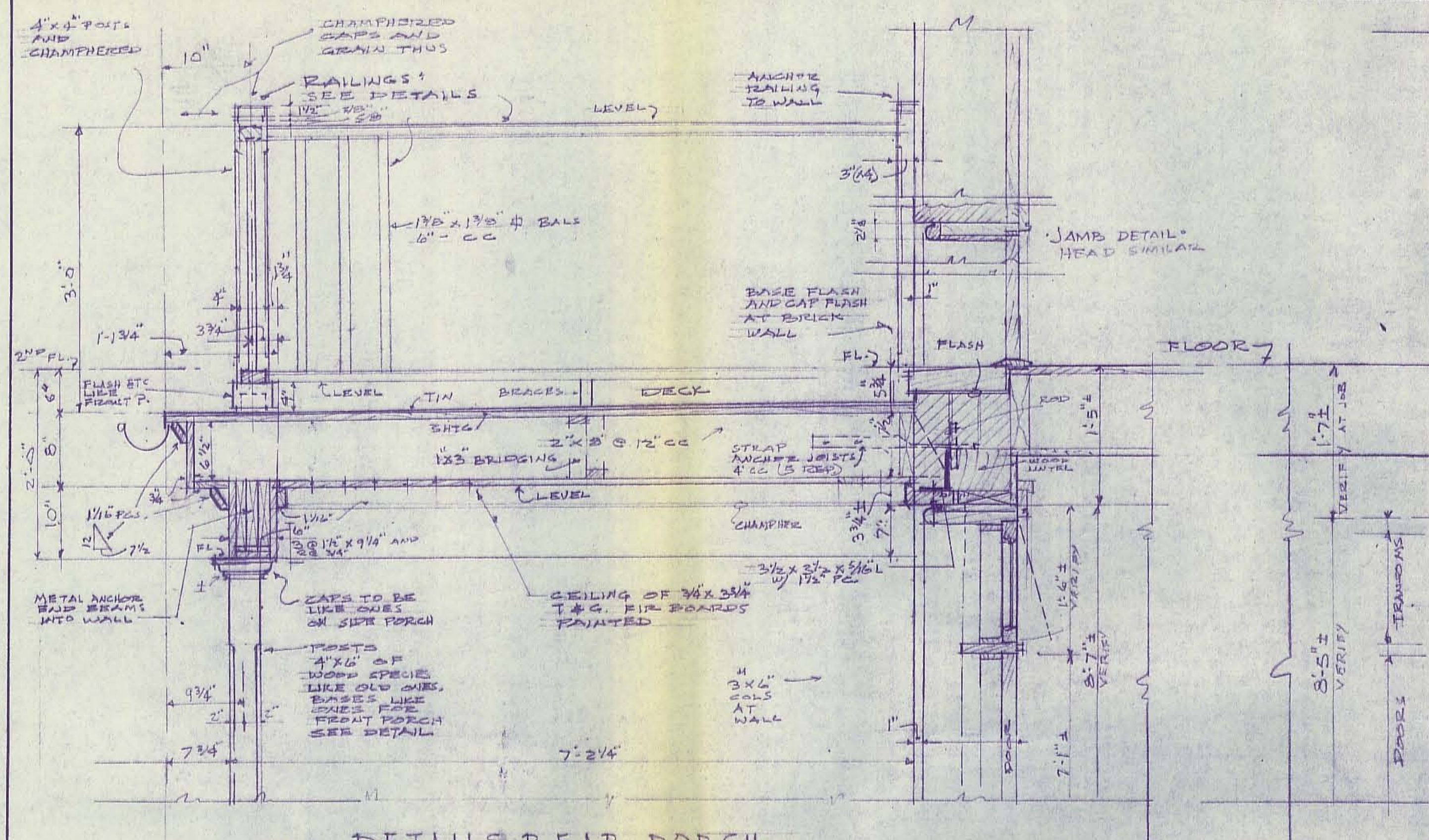
PROJECT: W. VA. A-4
THE URBAN RENEWAL AUTHORITY
OF
THE CITY OF ST. ALBANS, W. VA.

RESTORATION OF
THE WILLIAM E. CHILTON HOUSE
ST. ALBANS, WEST VIRGINIA

PAUL VAUGHAN &
JOHN P. SHAWVER
ARCHITECTS
CHARLESTON, W. VA.

DATE:
MARCH 14, 1977
REVISIONS:

DWG. NO
5
OF FIVE



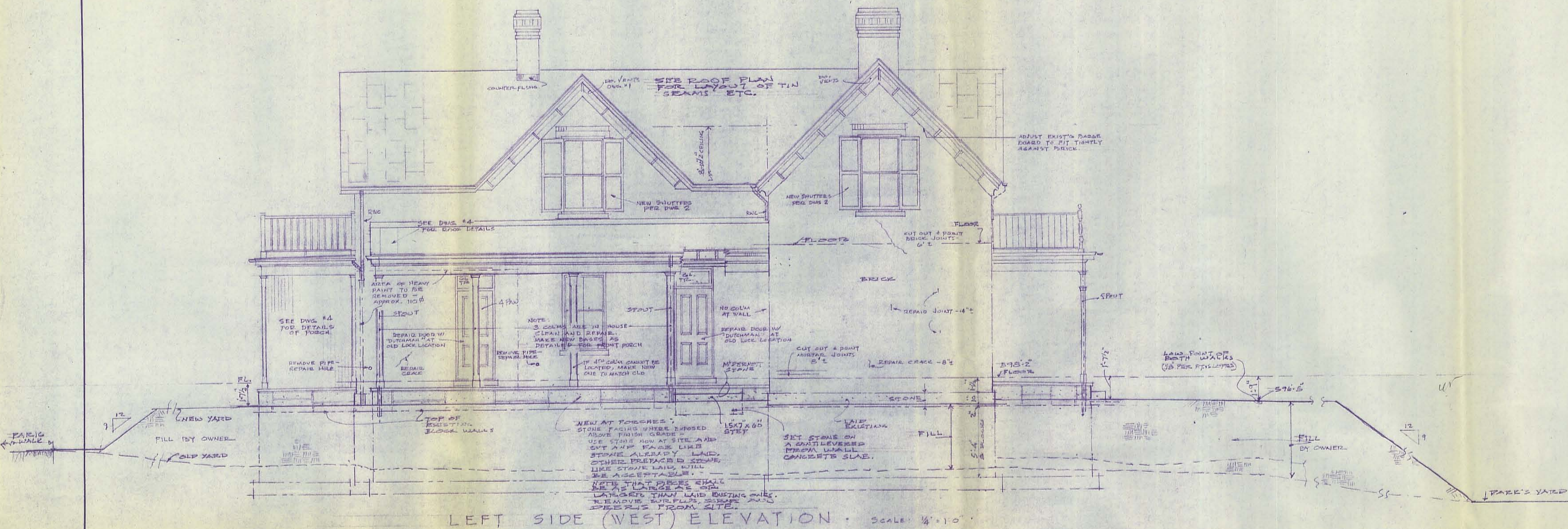
PROJECT: W. VA. A-4
THE URBAN RENEWAL AUTHORITY
OF
THE CITY OF ST. ALBANS, W. VA.

RESTORATION OF
THE WILLIAM E. CHILTON HOUSE • STAGE 2 •
ST. ALBANS, WEST VIRGINIA

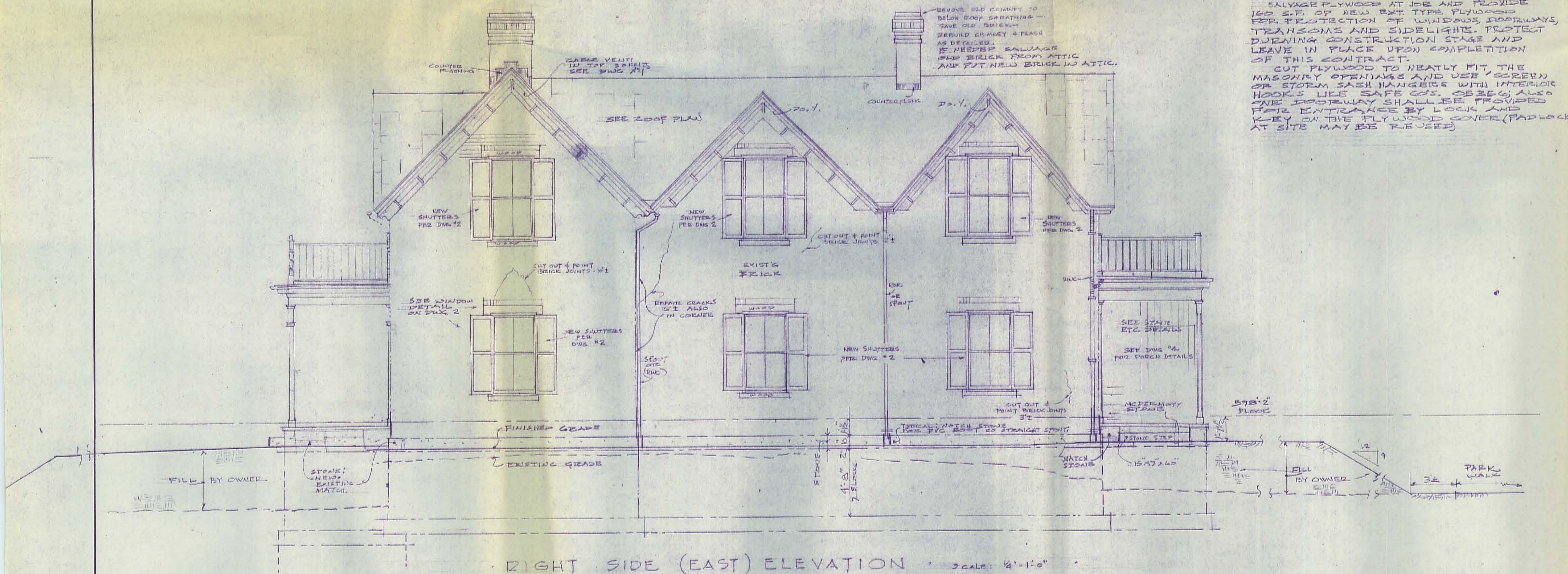
PAUL VAUGHAN &
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CHARLESTON, W. VA.

DATE:	MARCH 14, 1977
REVISIONS:	

DWG. NO
4
OF FIVE



LEFT SIDE (WEST) ELEVATION • SCALE: 1/4" = 1'-0"



RIGHT SIDE (EAST) ELEVATION • SCALE: 1/4" = 1'-0"

OPENING PROTECTION:
 SALVAGE PLYWOOD AT JOE AND PROVIDE
 160 S.F. OF NEW EXT. TYPE PLYWOOD
 FOR PROTECTION OF WINDOWS, DOORWAYS,
 TRANSOMS AND SIDELIGHTS. PROTECT
 DURING CONSTRUCTION STAGE AND
 LEAVE IN PLACE UPON COMPLETION
 OF THIS CONTRACT.
 CUT PLYWOOD TO NEATLY FIT THE
 MASONRY OPENINGS AND USE 'SCREEN'
 OR STORM SASH HANGERS WITH INTERIOR
 HOOKS LIKE SAFE CO'S. 65356; ALSO
 ONE DOORWAY SHALL BE PROVIDED
 FOR ENTRANCE BY LOOSE AND
 KEY ON THE FLY WOOD COVER (PADLOCK
 AT SITE MAY BE REUSED)

21
 18
 20
 20
 16
 21
 17

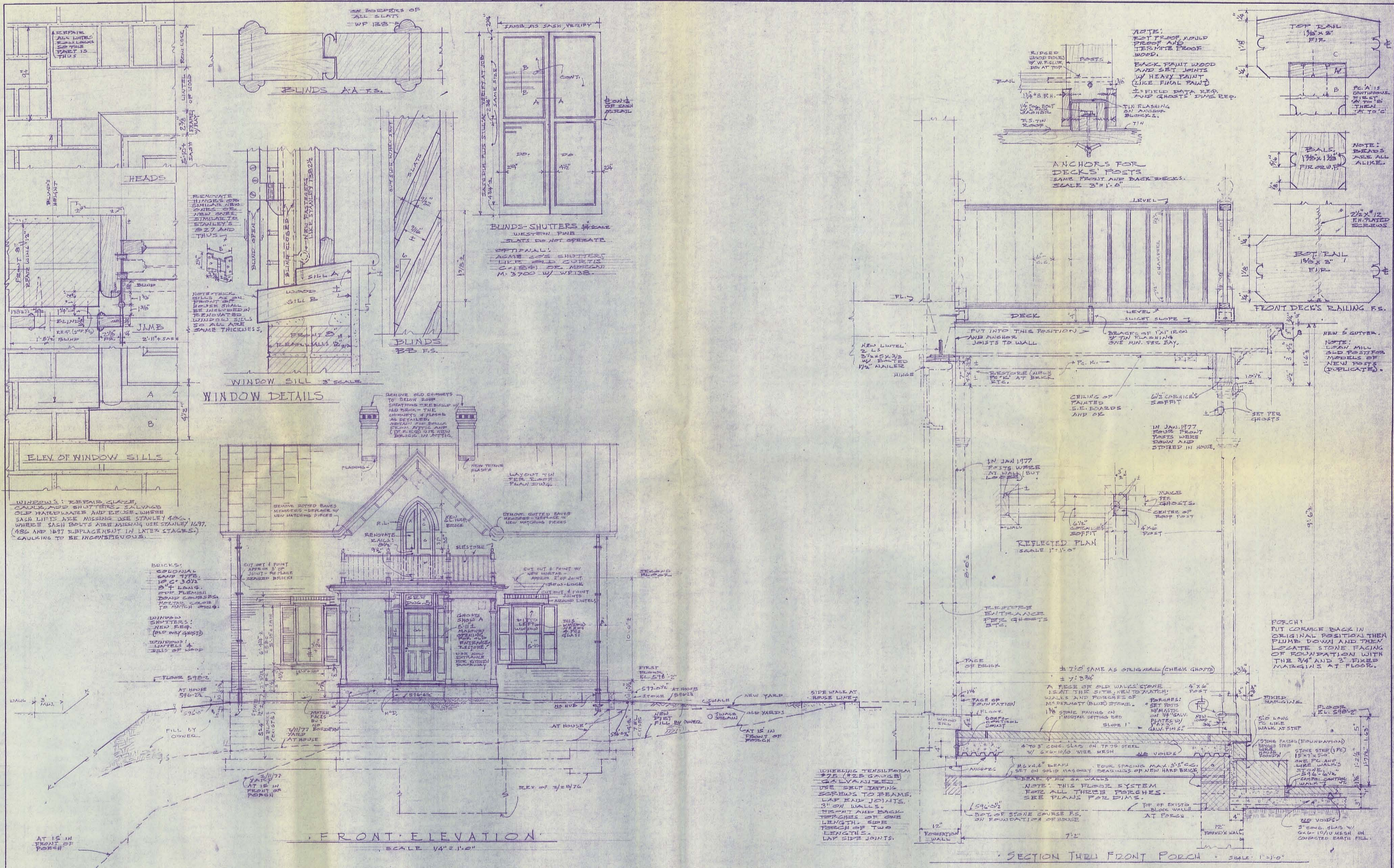
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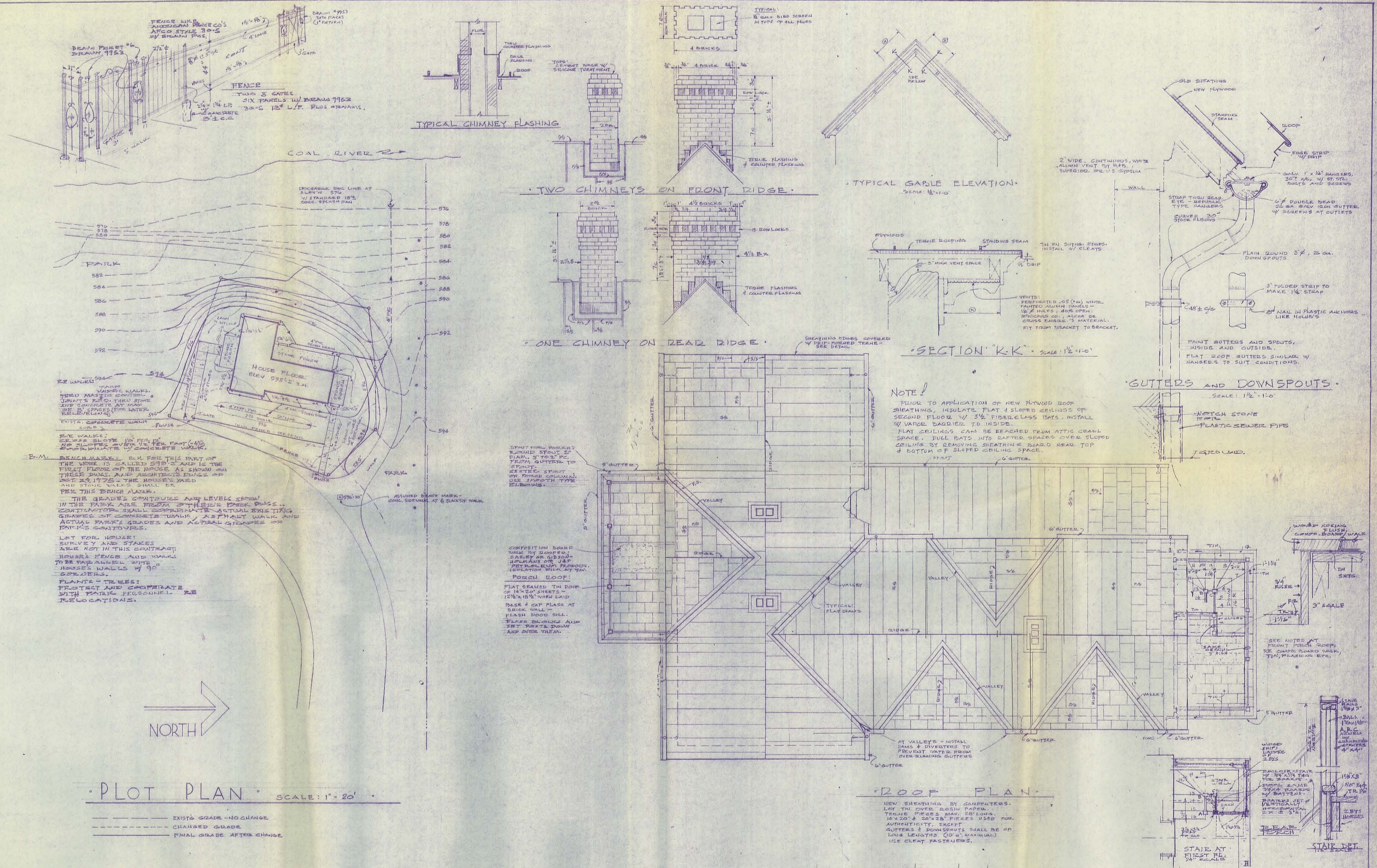
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RESTORATION OF
THE WILLIAM E. CHILTON HOUSE • STAGE 2 •
ST. ALBANS, WEST VIRGINIA

PAUL VAUGHAN &
JOHN P. SHAWVER
ARCHITECTS
CHARLESTON, W. VA.

DATE:
MARCH 14, 1977
REVISIONS:

DWG. NO
2
OF FIVE



PROJECT: W. VA. A-4
 THE URBAN RENEWAL AUTHORITY
 OF
 THE CITY OF ST. ALBANS, W. VA.

RESTORATION OF
 THE WILLIAM E. CHILTON HOUSE
 ST. ALBANS, WEST VIRGINIA

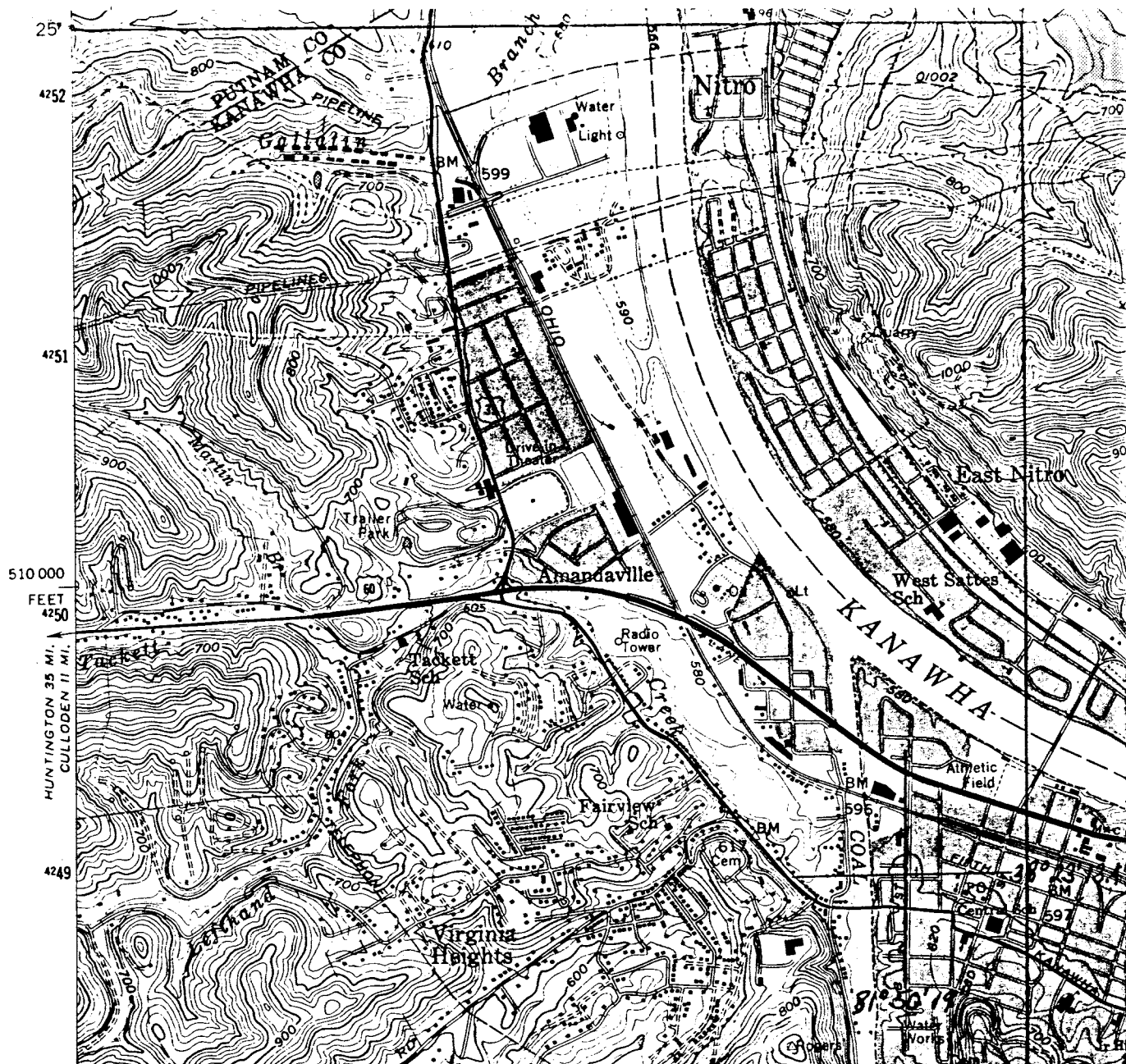
STAGE 2

PAUL VAUGHAN &
 JOHN P. SHAWVER
 ARCHITECTS
 CHARLESTON, W. VA.

DATE:
 MARCH 14, 1977
 REVISIONS:

DWG. NO.
 1
 OF FIVE

HILTON HOUSE
KANAWHA COUNTY,
WEST VIRGINIA



Form 10-301
(July 1969)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

**NATIONAL REGISTER OF HISTORIC PLACES
PROPERTY MAP FORM**

(Type all entries - attach to or enclose with map)

STATE West Virginia	
COUNTY Kanawha	
FOR NPS USE ONLY	
ENTRY NUMBER	DATE

SEE INSTRUCTIONS

1. NAME			
COMMON: Chilton House			
AND/OR HISTORIC:			
2. LOCATION			
STREET AND NUMBER:			
439 B Street			
CITY OR TOWN:			
St. Albans			
STATE:	CODE	COUNTY:	CODE
West Virginia	54	Kanawha	039
3. MAP REFERENCE			
SOURCE:			
U.S. Geological Survey		St. Albans, W.Va. 7.5' Quadrangle	
SCALE: 1:24000			
DATE: 1958, Photorevised 1971			
4. REQUIREMENTS			

Stage Two

RESTORATION OF THE WILLIAM E. CHILTON HOUSE

THE ST. ALBANS URBAN RENEWAL AUTHORITY
ST. ALBANS, WEST VIRGINIA

Paul Vaughan &
John P. Shawver
Architects

MAY 13 1977

SET NO



ADVERTISEMENT FOR BIDS

Project No. W. Va. A-4

St. Albans Urban Renewal Authority, Owner

Separate sealed bids for Stage 2 Work Toward Restoration of The William E. Chilton House, St. Albans, West Virginia, will be received by the St. Albans Urban Renewal Authority, at the offices of the Architect, 204 I.O.O.F. Building, Charleston, West Virginia, until 2 o'clock P.M., E.S.T., March 29, 1977, and then at said office publicly opened and read aloud.

The Information for Bidders, Form of Bid, Form of Contracts, Plans, Specifications, and Forms of Bid Bond, Performance and Payment Bond, and other contract documents may be examined at the following offices:

Paul Vaughan & John P. Shawver, Architects
204 I.O.O.F. Building, Charleston, W. Va.

St. Albans Urban Renewal Authority
80 Main Street, St. Albans, W. Va.

F. W. Dodge Plan Room
1007 Bridge Road, Charleston, W. Va.

Copies may be obtained at the above offices upon payment of \$50.00 for each set. Any unsuccessful bidder, upon returning such set promptly and in good condition, will be refunded his payment in full, and any non-bidder upon so returning such a set will be refunded \$25.00.

The Owner reserves the right to waive any informalities or to reject any or all bids.

Each bidder must deposit with his bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

No bidder may withdraw his bid within 30 days after the actual date of the opening thereof.

(Date)

Frank M. Vinson,
Executive Director

RESTORATION OF THE WILLIAM E. CHILTON HOUSE
ST. ALBANS, WEST VIRGINIA

STAGE 2

INDEX

Advertisement For Bids

Information For Bidders

Bid Form

H. U. D. Sample Forms

- Section 1 General Conditions (H. U. D.)
- Section 2 Supplemental General Conditions (H. U. D.)
- Section 3 General Instructions For Work of Contractors
- Section 4 Description of Project
- Section 5 Site Work
- Section 6 Concrete Work and Paving
- Section 7 Masonry Work
- Section 8 Carpentry and Millwork
- Section 9 Roofing
- Section 10 Painting
- Section 11 Miscellaneous Work

INFORMATION FOR BIDDERS1. Receipt and Opening of Bids

The St. Albans Urban Renewal Authority, (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 the Office of the Architect, 204 I.O.O.F. Building, Charleston, W. Va., until 2:00 o'clock P.M., E.S.T., March 29, 1977, and then at said office publicly opened and read aloud. The envelope containing the bid must be sealed, addressed to St. Albans Urban Renewal Authority, 204 I.O.O.F. Building, Charleston, W. Va., and designated as Bid for Restoration of the William E. Chilton House -- Stage 2.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive an 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 30 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 Certification by Bidder Regarding Equal Employment Opportunity, Form HUD-4238-CD-1. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certification must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his 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. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract --

- a. Must be acceptable to the Owner and the Department of Housing and Urban Development, and,
- b. Must submit Form HUD-4238-CD-2, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

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

5. Method of Bidding

The Owner invites one lump-sum bid for the entire project.

6. Qualification of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety a company approved by the Owner, in the amount of 5% of the bid. Such cash, checks, or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter.

10. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

11. Addenda and Interpretations

No 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 Paul Vaughan and John P. Shawver, Architects at 204 I.O.O.F. Building, Charleston, West Virginia and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three 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 bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- (a) Inspection and testing of materials.
- (b) Insurance requirements.
- (c) Wage rates.
- (d) Stated allowances.

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award - Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.

17. Obligations 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 bid.

BID FOR LUMP SUM CONTRACTS

Place: St. Albans Urban Renewal Authority
c/o Paul Vaughan, Architect
204 I.O.O.F. building
Charleston, West Virginia

Date: March 29, 1977 (2:00 P.M., E.S.T.)
Project No. W.Va. A-4

Proposal of _____

(herein called "Bidder") (a _____ corporation/ a partnership/ an in-
(State)
dividual doing business as _____)

To the City of Charleson, Charleston, West Virginia (herein called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the Restoration of The William E. Chilton House - Stage 2, having examined the plans and specifications, with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stipulated in the specifications.

Bidder acknowledges receipt of the following addenda:

BASE PROPOSAL: Bidder agrees to perform all of the General Contract work described in the specifications and shown on the plans for the sum of _____ (\$ _____)

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

ALTERNATE PRICES:

Quote the amount to be added to or deducted from the Base Proposal if the following changes in the work are made.

Alternate No. 1: Omit the stone paving of the walks (do not omit the stone paving of the porches); leave the concrete paving to serve as current walks and to provide a base for future stone paving.

Deduct: \$ _____

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

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

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by paragraph 29 of 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:

SEAL:
(if bid is by a
Corporation)

By: _____
(Signature)

(Title)

(Business Address and Zip Code)

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

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.

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address and Zip Code: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes ☐ No ☐ (If answer is yes, identify the most recent contract.)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes ☐ No ☐ (If answer is yes, identify the most recent contract.)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
Yes ☐ No ☐ None Required ☐

4. If answer to Item 3 is "No," please explain in detail on reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature

Date

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR

PROJECT NO.

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

Subcontractor's Name: _____

Address: _____

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 ☐ None Required ☐
4. If answer to item 3 is "No," please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

NAME AND TITLE OF SIGNER (Please Type)

SIGNATURE

DATE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and
_____ as Surety, are hereby held
and firmly bound unto _____ as owner
in the penal sum of _____
for the payment of which, well and truly to be made, we hereby jointly and sever-
ally bind ourselves, our heirs, executors, administrators, successors and assigns.
Signed, this _____ day of _____, 196__.

The condition of the above obligation is such that whereas the Principal has
submitted to _____ a certain Bid,
attached hereto and hereby made a part hereof to enter into a contract in writing,
for the _____

NOW, THEREFOR,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L. S.)

Surety

SEAL

By: _____

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 19____, by and
between _____, herein called "Owner," acting
(Corporate Name of Owner)
herein through its _____, and
(Title of Authorized Official)

STRIKE OUT (a corporation) (a partnership)
INAPPLICABLE (an individual doing business as _____)
TERMS _____)

of _____, County of _____, and State of _____,
hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

hereinafter called the project, for the sum of _____ Dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefor as prepared by _____, herein entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within _____ consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ _____ for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor," of the General Conditions.

(Over)

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST:

(Owner)

By

(Secretary)

(Witness)

(Title)

(Seal)

(Contractor)

By

(Secretary)

(Witness)

(Title)

(Address and Zip Code)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

(Name of Contractor)

2 _____
(Corporation, Partnership, or Individual)

(Corporation, Partnership, or Individual)

hereinafter called "Principal" and _____
(Surety)

(Surety)

of _____, State of _____, hereinafter
called the "Surety", are held and firmly bound unto _____
(Owner)

(Owner)

_____ of _____, hereinafter called
(City and State)

(City and State)

"Owner" in the penal sum of _____

Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 19____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 19____.

ATTEST:

(Principal) Secretary
(SEAL)

Witness as to Principal
(Address-Zip Code)

ATTEST:

(Surety) Secretary
(SEAL)

Witness as to Surety
(Address-Zip Code)

Principal
By _____ (S)

(Address-Zip Code)

Surety
By _____
Attorney-in-Fact

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____

of _____, State of _____ hereinafter

called the "Surety", are held and firmly bound into (4)

_____ of _____, hereinafter

called "Owner", in the penal sum of _____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 196____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 196 ____.

ATTEST:

Principal

(Principal) Secretary

(SEAL) By _____ (S)

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

(SEAL) By _____
Attorney-in-Fact

(Surety) Secretary

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) If Contractor is Partnership, all partners should execute bond

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ & _____
(Corporation, Partnership, or Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____

hereinafter called the "Surety", are held and firmly bound unto _____

_____ of _____
(Owner) (City and State)

hereinafter called "Owner", in the penal sum of _____

Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 19____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 19____.

ATTEST:

(Principal) Secretary
(SEAL)

Witness as to Principal

(Address-Zip Code)

ATTEST:

(Surety) Secretary -
(SEAL)

Witness as to Surety

(Address-Zip Code)

Principal

By _____ (S)

(Address-Zip Code)

Surety

By _____
Attorney-in-Fact

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond

U.S. Department of Housing and Urban Development

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the
duly authorized and acting legal representative of _____
_____, 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: _____

Historical Preservation Grant Program

GENERAL CONDITIONS

Section 1

1. Contract and Contract Documents

The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.

The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

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*See alphabetical subject index at end.

2. Definitions

The following terms as used in this contract are respectively defined as follows:

- (a) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
- (b) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (c) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

- (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- (b) Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. Inspection and Testing of Materials

- (a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.
- (b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the contractor without the Architect/Engineer's written approval.

9. Patents

- (a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- (b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- (c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. Surveys, Permits, and Regulations

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as

perform otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property--Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. Inspection

The authorized representatives and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. Reports, Records, and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

16. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
 - (b) An agreed lump sum.
 - (c) The actual cost of:
 - 1. Labor, including foremen;
 - 2. Materials entering permanently into the work;
 - 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4. Power and consumable supplies for the operation of power equipment;
 - 5. Insurance;
 - 6. Social Security and old age and unemployment contributions.
- To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

18. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

19. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is

allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government;
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

21. Subsurface Conditions Found Different

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

22. Claims for Extra Cost

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

23. Right of the Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for

such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. Payments to Contractor

- (a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract: Provided, that the Contractor shall submit his estimate not later than the first day of the month; Provided, further, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full; Provided, further, that on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
- (b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- (c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- (d) Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, 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 this

contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond.

27. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

- (a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.
- (c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: 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 Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions specified in subparagraph (b) hereof or, (2) insure the activities of his policy, specified in subparagraph (b) hereof.
- (d) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under

this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.

- (e) Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Owner, or Contractor (at the Owner's option as indicated in the Supplemental General Conditions, Form HUD-4238-N) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.
- (f) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

32. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contract

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. Subcontracting

- (a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- (c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- (e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

35. Architect/Engineer's Authority

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

36. Stated Allowances

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

37. Use of Premises and Removal of Debris

The Contract expressly undertakes at his own expense:

- (a) to take every precaution against injuries to persons or damage to property;
- (b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- (c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- (d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- (e) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- (f) to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

38. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

40. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

41. Conflicting Conditions

Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

42. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

43. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

44. Protection of Lives and Health

In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

45. Subcontracts

The Contractor will insert in any subcontracts the sections 52 through 56 contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

46. Equal Employment Opportunity

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, creed, color, 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, creed, color, 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 setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction

contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

47. Interest of Member of or Delegate to Congress

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

48. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

49. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

- (a) Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
- (b) Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,
- (c) When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

50. Photographs of the Project -- None Required in this Contract.

51. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control

of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

52. Minimum Wages

- (a) The Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.
- (b) All mechanics and laborers 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 amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision 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. For the purpose of this clause, contributions made or costs reasonably anticipated 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 for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
- (c) The Department of Housing and Urban Development shall require that 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 or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Department of Housing and Urban Development to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Department of Housing and Urban Development shall be referred to the Secretary for final determination.
- (d) The Department of Housing and Urban Development shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Department of Housing and Urban Development, shall be referred to the Secretary of Labor for determination.
- (e) The Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, or any bona fide fringe benefits not expressly listed in Section 1(b)(2) of the Davis-Bacon Act or otherwise not listed in the wage determination decision of the Secretary of Labor which is included in this contract, only when the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. Whenever practicable, the Contractor should request the Secretary of Labor to make such findings before the making of the contract. In the case of unfunded plans and programs, the Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (f) The specified wage rates are minimum rates only, and the owner will not consider any claims for additional compensation made by the Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in this contract. All disputes in regard to the payment of wages in excess of those specified in this contract shall be adjusted by the Contractor.
- (g) If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: Provided however, the Secretary of Labor has found upon the written

request of the Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

53. Withholding of Payments

The Department of Housing and Urban Development may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the Department of Housing and Urban Development may, after written notice to the Contractor or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

54. Payrolls and Basic Records

- (a) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (b) The Contractor will submit weekly a copy of all payrolls to the Owner, for transmission to the Department of Housing and Urban Development. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The Prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The Contractor shall make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the Department of Housing and Urban Development and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

55. Apprentices

Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the Department of Housing and Urban Development written

evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction, prior to using any apprentices on the contract work.

56. Compliance With Copeland Anti-Kickback Act and Regulations

The Contractor shall comply with the Copeland Anti-Kickback Act and Regulations of the Secretary of Labor (29 CFR, Part 3) which are herein incorporated by reference.

57. Overtime

- (a) No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his 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 employed in violation of the clause set forth in subparagraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1).
- (c) Withholding for unpaid wages and liquidated damages. The Department of Housing and Urban Development may withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2).
- (d) Subcontracts. The Contractor shall insert in any subcontracts and clauses set forth in subparagraphs (a), (b), and (c) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

58. Signs -- None Required in this Contract.

59. Employment Practices

The Contractor (1) shall, to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) shall insert or cause to be inserted the same provision in each construction subcontract.

60. Contract Termination; Debarment

A breach of Sections 45 and 52 through 56 may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

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STATE: West Virginia
 LOCATION: State of West Virginia excluding the Counties of Berkeley, Jefferson, Morgan, Nicholas & Preston
 DATE: Date of Publication
 DECISION NO.: WV77-3027
 Superseded Decision No. WV76-3286, dated December 28, 1976, in 41 FR 56604.

DESCRIPTION OF WORK: Building Construction, (excluding single family homes and garden type apartments up to and including 4 stories). (See Heavy and Highway Construction General Wage Determination for all work in connection with the clearing and grading of the site, also all paving incidental to the project, and all incidental water lines and sewer utilities to within 5 feet of the building line, when such work is let as a separate contract by the owner or as a subcontract by the prime contractor).

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or App. Tr.
ASBESTOS WORKERS:				
AREA 1	\$10.77	.59	.69	.03
AREA 2	11.10	.60	.70	
AREA 3	11.05	.50	.70	.03

AREAS COVERED BY ASBESTOS WORKERS

AREA 1 - Hampshire and Hardy Counties.

AREA 2 - Barbour, Brooke, Grant, Hancock, Harrison, Marion, Marshall, Mineral, Monongalia, Ohio, Taylor, Tucker, Tyler and Wetzel Counties.

AREA 3 - Boone, Braxton, Cabell, Calhoun, Clay, Doddridge, Fayette, Gilmer, Greenbrier, Jackson, Kanawha, Lewis, Lincoln, Logan, Mason, McDowell, Mercer, Mingo, Monroe, Pendleton, Pleasants, Pocahontas, Putnam, Raleigh, Randolph, Ritchie, Roane, Summers, Upshur, Wayne, Webster, Wirt, Wood and Wyoming Counties.

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or App. Tr.
BOILERMAKERS:				
AREA 1	9.40	.75	1.00	1.40
AREA 2	9.815	7.51	74	.01

AREAS COVERED BY BOILERMAKERS

AREA 1 - Barbour, Boone, Braxton, Brooke, Cabell, Calhoun, Clay, Doddridge, Fayette, Gilmer, Grant, Greenbrier, Hampshire, Hardy, Harrison, Jackson, Kanawha, Lewis, Lincoln, Logan, Marion, Marshall, Mason, McDowell, Mercer, Mineral, Mingo, Monongalia, Monroe, Ohio, Pendleton, Pleasants, Pocahontas, Putnam, Raleigh, Randolph, Ritchie, Roane, Summers, Taylor, Tucker, Tyler, Upshur, Wayne, Webster, Wetzel, Wirt, Wood and Wyoming Counties.

AREA 2 - Hancock County.

DECISION NO. WV77-3027

BRICKLAYERS, STONE MASONS,
 MARBLE MASONS, TERRAZZO WORKERS
 & TILE LAYERS:

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or App. Tr.
AREA 1	9.79	.40		
AREA 2	9.65	.50	.50 + n	.03
AREA 3	9.70			
AREA 4	9.52	.65	.75	
AREA 5				
Bricklayers & Stone Masons	10.04	.30	.30	
Marble Masons, Terrazzo Workers & Tile Layers	9.65	.30	.30	
AREA 6				
Bricklayers & Stone Masons	9.65	.60		
Marble Masons, Terrazzo Workers & Tile Layers	9.15	.60		
AREA 7				
Bricklayers & Stone Masons	9.63	.60	.61	.02
Tile Layers	9.43	.60	.61	.02
AREA 8				
Bricklayers, Stone Masons & Marble Masons	9.93	.50	.25	.02
Tile Setters & Terrazzo Workers	9.13	.50	.25	.02

NOTICES

10281

DC 15528 NO. 5777-3027

AREAS COVERED BY BRICKLAYERS, STONEMASONS ETC

AREA 1 - Hampshire & Mineral Counties.

AREA 2 - Barbour, Doddridge, Gilmer, Grant, Hardy, Harrison, Lewis, Marion, Monongalia, Pendleton, Pocahontas, Randolph, Taylor, Tucker, Upshur and Webster Counties.

AREA 3 - McDowell, Mercer, Monroe & Wyoming Counties.

AREA 4 - Boone, Braxton, Clay, Fayette, Greenbrier, Kanawha, Putnam, Raleigh, and Summers Counties.

AREA 5 - Cabell, Lincoln, Mason, Mingo, and Wayne Counties.

AREA 6 - Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt, and Wood Counties.

AREA 7 - Marshall, Ohio, Tyler, and Wetzel Counties.

AREA 8 - Brooke & Hancock Counties.

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
CARPENTERS & PILEDRIVERMEN:					
AREA 1					
Carpenters					
Contracts under \$100,000	9.95	.25	.20		.04
Contracts \$100,000 or more	10.20	.25	.20		.04
Piledrivermen					
Contracts under \$100,000	10.45	.25	.20		.04
Contracts \$100,000 or more	10.70	.25	.20		.04

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Page 4

AREA 2

Carpenters
Piledrivermen

AREA 3

Carpenters
Piledrivermen

AREA 4

Carpenters
Piledrivermen

AREA 5

Carpenters
Piledrivermen

AREA 6

Carpenters
Piledrivermen

AREA 7

Carpenters
Piledrivermen

AREA 8

Carpenters
Piledrivermen

AREA 9

Carpenters
PiledrivermenContracts under \$100,000
Contracts \$100,000 or more
Piledrivermen

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
9.90	.45	.25		.02
10.20	.45	.25		.02
9.45	.87	.65		.02
10.24	52	10%		1/2 of 1%
10.62	.35	.35		.02
10.87	.35	.35		.02
9.91	.25	.25		.02
10.16	.25	.25		.02
9.72	.40	.50		.03
10.01	.40	.50		.03
10.02	.35	.35		.02
10.27	.35	.35		.02
9.85	.35	.35		.02
10.10	.35	.35		.02
8.88	.35	.35		.02
10.02	.35	.35		.02
10.27	.35	.35		.02

AREAS COVERED BY CARPENTERS & PILEDRIVERMEN

AREA 1 - Barbour, Braxton, Doddridge, Gilmer, Harrison, Lewis, Marion, Monongalia, Pleasants, Randolph, Taylor, Tucker, Tyler, Upshur, Webster & Wetzel Counties.

AREA 2 - Grant, Hampshire, Hardy, Mineral & Pendleton Counties.

AREA 3 - Brooke, Hancock, Marshall & Ohio Counties.

AREA 4 - Boone, Clay, Greenbrier, Jackson (southern portion including the towns of Loon, Ripley & Harford), Kanawha, Lincoln, Mason, Monroe, Pocahontas, Putnam & Roane Counties.

AREA 5 - Calhoun, Jackson (remainder of county), Ritchie, Wirt & Wood Counties.

AREAS COVERED BY CARPENTERS & PILEDRIVERS (CONT'D)

AREA 6 - Cabell, Mingo & Wayne Counties.

AREA 7 - Fayette, McDowell, Mercer, Summers & Wyoming Counties.

AREA 8 - Logan County.

AREA 9 - Raleigh County.

CEMENT MASONS & PLASTERERS:

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
AREA 1	8.79	.40		
AREA 2	9.50			
AREA 3	8.70			
AREA 4				
Cement Masons	9.82	.70		
Plasterers	9.10			.01
AREA 5				
Cement Masons	8.11	.40		.01
Plasterers	8.25	.25		
AREA 6				
Cement Masons	8.96	.60		.01
Plasterers	8.51	.30		
AREA 7				
Cement Masons	10.50			.01
Plasterers	10.25			
AREA 8				
Cement Masons	7.36	.38	.05	.30
AREA 9				
Cement Masons	9.76	.45		
AREA 10				
Cement Masons	6.90	.35		

AREAS COVERED BY CEMENT MASONS & PLASTERERS

AREA 1 - Hampshire & Mineral Counties.

AREA 2 - Calhoun, Gilmer, Jackson, Mason (northern portion of the county, south to but not including Point Pleasant), Pleasants, Ritchie, Tyler, Wirt, & Wood Counties.

AREA 3 - McDowell, Mercer, Monroe & Wyoming Counties.

AREA 4 - Boone, Braxton, Clay, Fayette, Kanawha, Lincoln (eastern half of county), Logan, Putnam, Raleigh & Roane Counties.

AREA 5 - Brooke (the northern portion of county to Buffalo Creek) and Hancock Counties.

AREA 6 - Brooke (remainder of county), Marshall, Ohio & Wetzel Counties.

AREA 7 - Barbour, Doddridge, Harrison, Lewis, Taylor, Tucker, Upshur and Webster Counties.

AREA 8 - Marion, Monongalia Counties.

AREA 9 - Cabell, Lincoln (remainder of county), Mason (remainder of county) & Wayne Counties.

AREA 10 - Greenbrier County.

ELECTRICIANS:

Barbour, Doddridge, Harrison
Lewis, Randolph & Upshur
Counties:

Wiremen

Cable Splicers

Jackson, Pleasants, Ritchie,
Tyler, Wirt & Wood Counties:

Wiremen

Cable Splicers

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
9.10	.50	14+.53	1.17	.03
10.01	.50	14+.53	1.17	.03
9.75	.50	14+1.02	1.02	.04
10.00	.50	14+1.02	1.02	.04

AREA COVERED BY IRONWORKERS

AREA 1 - Calhoun, Doddridge, Gilmer, Jackson, Lewis, Mason, Pleasants, Ritchie, Roane, Upshur, Wirt & Wood Counties.

AREA 2 - Barbour, Brooke, Hancock, Harrison, Marion, Marshall, Montgomery, Ohio, Taylor, Tyler & Wetzel Counties.

AREA 3 - Boone, Braxton, Clay, Fayette, Kanawha, Lincoln, Logan, McDowell, Putnam, Raleigh, Webster & Wyoming Counties.

AREA 4 - Grant, Hampshire, Hardy, Mineral, Pendleton, Randolph & Tucker Counties.

AREA 5 - Greenbrier, Mercer, Monroe, Pocahontas & Summers Counties.

AREA 6 - Cabell, Mingo & Wayne Counties.

DECISION NO. WV77-3077

Cabell, Mason & Wayne Counties:

Mechanic
Helpers
Probationary Helpers

Brooke, Hancock, Harrison,
Marshall & Ohio Counties:

Mechanics
Helpers
Probationary Helpers

GLAZIERS:

AREA 1
AREA 2
AREA 3
Inside
Outside

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
10.945	.545	.35	48+b+c	.02
7.66	.545	.35	48+b+c	.02
5.47				
9.20	.495	.32	48+b+c	.02
6.44	.495	.32	48+b+c	.02
4.60				
9.33				
10.00		.50		
5.40	.26	.20	.60+p	
6.10	.26	.20	.60+p	

AREAS COVERED BY GLAZIERS

AREA 1 - Jackson, Pleasants, Ritchie, Roane, Tyler, Wirt & Wood Counties.

AREA 2 - Boone, Cabell, Calhoun, Clay, Fayette, Greenbrier, Kanawha, Lincoln, Logan, Mason, McDowell, Mercer, Mingo, Monroe, Pendleton, Pocahontas, Putnam, Raleigh, Summers, Wayne & Wyoming Counties.

AREA 3 - Barbour, Braxton, Doddridge, Gilmer, Harrison, Lewis, Marion, Randolph, Taylor, Tucker, Upshur & Webster Counties.

IRONWORKERS - Structural, Ornamental
& Reinforcing

AREA 1	9.67	.65	.70	.01
AREA 2	10.63	.60	.75	.03
AREA 3	10.42	.75	.85	.05
AREA 4	9.84	.60	.90	.03
AREA 5	9.55	.60	.65	.03
AREA 6				
Zone 1 - 10 miles from Union Hall	10.26	.65	.70	.01
Zone 2 - 10-15 miles from Union Hall	10.41	.65	.70	.01
Zone 3 - 15-20 miles from Union Hall	10.51	.65	.70	.01
Zone 4 - 20-25 miles from Union Hall	10.61	.65	.70	.01

LABORERS

AREA 1

Group 1
Group 2
Group 3

AREA 2

Group 1
Group 2
Group 3

AREA 3

Group 1
Group 2
Group 3

AREA 4

Group 1
Group 2
Group 3

AREA 5

Group 1
Group 2
Group 3

AREA 6

Group 1
Group 2
Group 3

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
7.22	.35	.35		.03
7.52	.35	.35		.03
7.87	.35	.35		.03
7.16	.35	.35		.03
7.46	.35	.35		.03
7.81	.35	.35		.03
6.50	.35	.35		.03
6.80	.35	.35		.03
7.15	.35	.35		.03
7.36	.35	.35		.03
7.66	.35	.35		.03
8.01	.35	.35		.03
6.93	.35	.35		.03
7.23	.35	.35		.03
7.58	.35	.35		.03
7.30	.35	.35		.03
7.60	.35	.35		.03
7.95	.35	.35		.03

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AREA 7

Group 1
Group 2
Group 3

AREA 6

Group 1
Group 2
Group 3
Group 4
Group 5
Group 6
Group 7
Group 8
Group 9
Group 10

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
7.40	.35	.35		.03
7.70	.35	.35		.03
8.05	.35	.35		.03
7.60	.55	.40		.05
7.765	.55	.40		.05
7.80	.55	.40		.05
7.845	.55	.40		.05
7.93	.55	.40		.05
8.10	.55	.40		.05
8.13	.55	.40		.05
8.28	.55	.40		.05
8.43	.55	.40		.05
8.50	.55	.40		.05

CLASSIFICATION DEFINITION
LABORERS - AREAS 1,2,3,4 5,6,7

GROUP 1 - Laborers; carpenter tender; flagmen; water boy; demolition worker; fire watch; landscape laborer.

GROUP 2 - Powderman helper; semi-skilled laborer; scaffold builders; chainmen & rod men; grade checker; signal man; brick masons tenders; plasterer tenders; cement finishers tenders; stone masons tenders; lathers tenders; tile setters tenders; mortar mixers jackhammer operators; vibrator operators; tamper operators; pavement buster operators; chipping & Peening hammer operators; air siphon & air pump operators; riprap finishers; concrete saw operators; concrete technician; power saw operators; chain saw operators; motorized buggy operators; pipelayers helpers; drill operators helpers; sheeters & Shorers; post hole digger operators; asphalt rakers; lance and/or water blaster operators; blacksmith helpers; batch house scale operators; workmen working with acid mortar, acid brick, acid or mastic asphalt; workmen working crossote; nozzle men for gunnite or sandblasting; tool room attendants; ride or walk roller tamperers.

GROUP 3 - Blacksmith; powdermen; air track operator; pipe layer (including laser beam set-up); burner.

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LABORERS - AREA 8

GROUP 1 - General laborers; carpenter tenders.

GROUP 2 - Brick handlers; tenders for brick masons, plasterers, stone masons; tile setters; masonmen for masons & plasterers; men mixing cement for cement finishers.

GROUP 3 - Operators of concrete busters, jackhammers, air spades, chipping hammers, air tampers, vibrators, power buggy, cement saw, power saw, sand-blasters, acetylene burners; welders; scuba divers; panel cleaning machines; all power driven tools operators; air pump operators; air blow pipe operators; pipe layers & helpers working in ditches or tunnels; hand spikers on railroads.

GROUP 4 - Ditches, trenches, caissons & coffer over 6' Deep (open top).

GROUP 5 - Laborers performing work pertaining to or in connection with repair stoves, blast furnaces & basic oxygen process furnaces, steeples & stacks, annealing process furnaces, Kilns, soaking pits, coke batteries on industrial work; demolition of stacks 50' to 100'; tunnel laborers, muckers, including caisson & coffer, horizontal & underground.

GROUP 6 - Demolition of stacks 100' to 150'.

GROUP 7 - Miners, including caissons & coffer, horizontal or underground; mucking machine operators.

GROUP 8 - Blaster men & helpers; billmen & Lancer; bottom-men in blast furnaces; stacks, stoves & dust covers.

GROUP 9 - Gunnite nozzle men.

GROUP 10 - Demolition of stacks over 150'.

AREAS COVERED BY LABORERS

AREA 1 - Boone, Clay, Fayette, Kanawha, Putnam & Roane Counties.

AREA 2 - Barbour, Braxton, Doddridge, Gilmer, Grant, Hampshire, Hardy, Harrison, Lewis, Marion, Mineral, Monongalia, Pendleton, Randolph, Taylor, Tucker, Upshur & Webster Counties.

AREA 3 - Greenbrier, McDowell, Mercer, Monroe, Pocahontas, Raleigh, Summers & Wyoming Counties.

AREA 4 - Cabell, Lincoln, Mason & Wayne Counties.

AREA 5 - Logan & Mingo Counties.

AREA 6 - Calhoun, Jackson, Pleasants, Ritchie, Tyler, Wirt & Wood Counties.

AREA 7 - Marshall, Ohio & Wetzel Counties.

AREA 8 - Brooke & Hancock Counties.

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
LATHERS:	10.125		.10		.01
AREA 1	10.25		.20		.01
AREA 2	8.41	.30	.10		.01
AREA 3	8.98	.45	1.10		
AREA 4	9.315		.10		.01
AREA 5	8.43		.15		
AREA 6					

AREAS COVERED BY LATHERS

AREA 1 - Boone, Clay, Fayette, Kanawha, Putnam & Roane Counties.

AREA 2 - Barbour, Doddridge, Gilmer, Harrison, Lewis, Marion, Monongalia, Taylor, Tyler, Upshur & Wetzel Counties.

AREA 3 - Brooke, Marshall & Ohio Counties.

AREA 4 - Hancock County

AREA 5 - Cabell, Marion & Wayne Counties.

AREA 6 - Calhoun, Jackson, Pleasants, Ritchie, Wirt & Wood Counties.

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
LINE CONSTRUCTION:					
Greenbrier, McDowell, Mercer, Monroe & Pocahontas Counties:	8.66	.35	18		1/2 of 18
Linemen	9.06	.35	18		1/2 of 18
Cable Splicers	7.45	.35	18		1/2 of 18
Equipment Operators	6.06	.35	18		1/2 of 18
Truck with earth boring auger	6.76	.35	18		1/2 of 18
Truck with winch & groundmen					
Mineral County:	10.15	.50	18+.25		1/2 of 18
Linemen	9.64	.50	18+.25		1/2 of 18
Equipment Operators	6.60	.50	18+.25		1/2 of 18
Truck drivers & groundmen					
Hampshire County:	10.35	.50	18+.25		1/2 of 18
Linemen	9.84	.50	18+.25		1/2 of 18
Equipment Operators	6.80	.50	18+.25		1/2 of 18
Truck drivers & groundmen					
Grant County:	10.55	.50	18+.25		1/2 of 18
Linemen	10.04	.50	18+.25		1/2 of 18
Equipment Operators	7.00	.50	18+.25		1/2 of 18
Truck drivers & groundmen					
Hardy & Pendleton Counties:					
Linemen, cable splicers & equipment operators	12.11	.35	18		1/2 of 18
Truck with winch, pole or steel handling	7.73	.35	18		1/2 of 18
Groundmen	7.47	.35	18		1/2 of 18

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	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Raleigh					
Linemen & equipment Operators	10.00	.45	14+.12	.77	1/2 of 14
Cable Splicers	10.30	.45	14+.12	.77	1/2 of 14
Groundmen	8.00	.45	14+.12	.77	1/2 of 14
Summers & Wyoming Counties:					
Linemen & equipment operators	10.50	.45	14+.12	.77	1/2 of 14
Cable Splicers	10.80	.45	14+.12	.77	1/2 of 14
Groundmen	8.40	.45	14+.12	.77	1/2 of 14
Fayette County:					
Linemen & Equipment Operators	10.30	.45	14+.12	.77	1/2 of 14
Cable Splicers	10.60	.45	14+.12	.77	1/2 of 14
Groundmen	8.24	.45	14+.12	.77	1/2 of 14
Marion, Monongalia, Taylor & Tucker Counties:					
Linemen & Equipment Operators	9.40	.50	14+1.02	1.27	1/2 of 14
Cable Splicers	10.34	.50	14+1.02	1.27	1/2 of 14
Groundmen & Truck Drivers	7.52	.50	14+1.02	1.27	1/2 of 14
Jackson, Pleasants, Ritchie, Tyler, Wirt & Wood Counties:					
Linemen & Equipment Operators	9.80	.45	14+1.02	1.02	1/2 of 14
Cable Splicers	10.78	.45	14+1.02	1.02	1/2 of 14
Groundmen	7.84	.45	14+1.02	1.02	1/2 of 14
Brooke (Buffalo Twp. only), Marshall, Ohio & Wetzel Counties:					
Linemen & Equipment Operators	9.90	.50	14+.32	1.02	1/2 of 14
Cable Splicers	10.15	.50	14+.32	1.02	1/2 of 14
Groundmen	7.92	.50	14+.32	1.02	1/2 of 14
Brooke (except Buffalo Twp.) & Hancock Counties:					
Linemen & Equipment Operator	10.00	.54	64	84	1/2 of 14
Cable splicers	11.20	.54	64	84	1/2 of 14
Groundmen	7.02	.54	64	84	1/2 of 14
Barbour, Doddridge, Harrison, Lewis, Randolph, and Upshur Counties:					
Linemen & Equipment Operators	9.10	.50	14+.53	1.18	1/2 of 14
Cable Splicers	10.01	.50	14+.53	1.17	1/2 of 14
Groundmen & truck drivers	7.28	.50	14+.53	1.17	1/2 of 14
Boone, Braxton, Cabell, Calhoun, Clay, Gilmer, Kanawha, Lincoln, Logan, Mason, Mingo, Putnam, Roane, Wayne & Webster Counties:					

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	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Linemen & Equipment Operators	10.48	.45	14+.42	1.02	1/2 of 14
Cable Splicers	11.53	.45	14+.42	1.02	1/2 of 14
Groundmen	8.38	.45	14+.42	1.02	1/2 of 14
MARBLE MASON HELPERS, TERRAZZO, WORKER HELPER & TILE LAYER HELPER:					
Cabell, Lincoln, Mason, Mingo & Wayne Counties	7.93	.30	.30		
MILLWRIGHTS:					
AREA 1	10.26	.45	.25		.02
AREA 2	10.79	.40	.37		.03
AREA 3	10.494	.25	.20		.04
AREA 4	10.43	.50	.50		.02
AREA 5	10.90	.35	.35		.02
AREA 6	9.65	.50	.55		.10

AREAS COVERED BY MILLWRIGHTS

AREA 1 - Grant, Hampshire, Hardy, Mineral & Pendleton Counties.

AREA 2 - Cabell, Lincoln & Wayne Counties.

AREA 3 - Barbour, Braxton, Doddridge, Gilmer, Harrison, Lewis, Marion, Monongalia, Randolph, Taylor, Tucker, Upshur & Webster Counties.

AREA 4 - Brooke, Hancock, Marshall & Ohio Counties.

AREA 5 - Boone, Clay, Fayette, Greenbrier, Jackson (Southern portion including the towns of Leon, Rippley & Hereford), Kanawha, Logan, Mason, McDowell, Mercer, Mingo, Monroe, Pocahontas, Putnam, Raleigh, Roane (southern portion up to but not including Spencer), Summers & Wyoming Counties.

AREA 6 - Calhoun, Jackson (remainder of county), Pleasants, Ritchie, Roane (remainder of county), Tyler, Wetzel, Wirt & Wood Counties.

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PAINTERS:

AREA 1

Brush, rollers, hanging wallcovering & installing seamless type floors
 Spray, sandblasting & use of toxic materials
 Drywalls
 Taping, spackling, sanding & finishing

AREA 2

Painters -

An area within 50 miles of Huntington, W.V.
 An area 50 miles and beyond of Huntington, W.V.
 Vinyl & all other wall covering; drywall taping -
 An area within 50 miles of Huntington, W.V.
 An area 50 miles and beyond of Huntington, W.V.
 Repaint work (limited to Public Schools) -
 An area within 50 miles of Huntington, W.V.
 An area 50 miles and beyond of Huntington, W.V.

AREA 3

Brush & roller
 Paper & vinyl hangers
 Seamless floors
 Glove
 Perfa-taping
 Brush height over 40'
 Spray, sandblast, seamless floor, epoxy & steam cleaning

AREA 4

Brush & roller
 Spray
 Vinyl hanging & taping

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
7.70		.25		
8.20		.25		
9.60		.25		
7.42	.30	.35		.02
8.67	.30	.35		.02
7.92	.30	.35		.02
9.17	.30	.35		.02
5.58	.30	.35		.02
6.83	.30	.35		.02
6.42	.50			.01
6.42	.50			.01
6.42	.50			.01
6.67	.50			.01
6.79	.50			.01
6.92	.50			.01
7.42	.50			.01
6.20	.50	.40		
7.20	.50	.40		
8.15	.50	.40		

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AREA 5

Commercial
 Drywall finishers
 Swing & boat swain chair
 Vinyl wall covering
 Structural steel after erection
 Repaint structural steel
 Spray painting
 Towers, tanks & stacks
 Sandblasting
 Extra pay of heights 50' to 100' (+\$.50 per hour); over 100' (+\$1.00 per hour)

AREA 6

New Construction:

Brush
 Roller
 Spray & blast
 Pot-men

Commercial Repaints:

Brush
 Roller
 Paperhanger
 Drywall
 Spray, pot-men
 Paper & vinyl hangers
 Open structural steel
 Drywall pointers & tapers
 Liquid tile brush
 Stacks, vent pipes, flag poles, electrical, radio & T.V. towers & tanks over 30' high
 Hydrojet, steam cleaning & glove work
 Operating mechanical taping machines

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
8.40	.50	.20	.30	
8.65	.50	.20	.30	
8.75	.50	.20	.30	
8.90	.50	.20	.30	
9.25	.50	.20	.30	
8.50	.50	.20	.30	
9.40	.50	.20	.30	
9.65	.50	.20	.30	
10.25	.50	.20	.30	
9.16		.30		.01
9.42		.30		.01
10.18		.30		.01
10.16		.30		.01
7.74		.30		.01
8.02		.30		.01
9.16		.30		.01
9.61		.30		.01
10.16		.30		.01
9.16		.30		.01
10.51		.30		.01
9.61		.30		.01
9.93		.30		.01
10.11		.30		.01
10.18		.30		.01
10.61		.30		.01

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AREA 7

Air Compressor Operator	7.32	8.14
Brush Painting	7.32	8.14
Roller, Dry-Wall		
Pointers & Tapers		
Dipping & Mitten		
Work & Spray	7.68	8.46
Water Blasters,		
Steam Jenny		
Nozzle Men,		
Swinging Scaffold		
& Boatwain Chair		
Window Jack Work	8.43	8.99
Brush Painters on		
Bridges, Madele		
Bean, Cable		
Work, Power Tool		
Work, Brush &		
Flame Cleaning	8.86	9.37
Operating Mechan-		
ical Taping		
Machines	9.08	9.73
Sand Blasters	9.12	9.70
All Stacks, Vent		
Pipe, Flag Poles		
in excess of 30'		
high, all Towers		
Water Towers,		
Elevated Towers,		
Electrical		
Switch Yards,		
Transformer		
Banks & Televis-		
ion Towers	10.25	10.65
Vinyl hangers &		
Paper hangers		
(with tools)	7.67	8.46

Fringe Benefits Payments

H & W	Pensions	Vacation	Education and/or Appr. Tr.
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AREAS COVERED BY PAINTERS

AREA 1 - Grant, Hampshire, Hardy, Mineral & Pendleton Counties.

AREA 2 - Cabell, Lincoln, Logan, Mason, Mingo & Wayne Counties.

AREA 3 - Brooke (south of Buffalo Creek), Marshall, Ohio & Wetzel Counties.

AREA 4 - Brooke (remainder of county) & Hancock Counties.

AREA 5 - Barbour, Doddridge, Gilmer, Harrison, Lewis, Marion, Randolph, Taylor, Tucker, Upshur & Webster Counties.

AREA 6 - Jackson, Pleasants, Ritchie, Roane, Tyler, Wirt & Wood Counties.

AREA 7 - Boone, Braxton, Clay, Fayette, Greenbrier, Kanawha, McDowell, Mercer, Monroe, Pocahontas, Putnam, Raleigh, Summers & Wyoming Counties.

PLUMBERS & PIPEFITTERS:

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
AREA 1	9.65	.45	.55	10%	.04
AREA 2	9.90	.45	.55	10%	.04
AREA 3	10.15	.45	.55	10%	.04
AREA 4	10.40	.45	.55	10%	.04
AREA 5	9.69	.40	.7%	10%	.05
AREA 6	10.46	.40	.7%	8%	.05
AREA 7					
Commercial Work	10.23	.40	.50		
Repair Work	10.04	.40	.50		
AREA 8					
ZONE 1 - within an 8 mile radius of Cabell County courthouse, Huntington, W.V.	10.58	.50	1.00		.02
ZONE 2 - 0 to 15 miles from the courthouse	10.78	.50	1.00		.02
ZONE 3 - 15 to 25 miles from the courthouse	10.90	.50	1.00		.02
ZONE 4 - Over 25 miles from the courthouse	11.23	.50	1.00		.02
AREA 9					
Contracts to \$75,000	7.55	.45	.40		.09
Contracts above \$75,000	9.62	.45	.40		.09

AREAS COVERED BY PLUMBERS & PIPEFITTERS

AREA 1 - Harrison, Marston & Monongalia Counties.

AREA 2 - Barbour, Doddridge, Lewis, Taylor & Upshur Counties.

AREA 3 - Braxton (that portion north of the southern corporate limits of the city of Sutton), Gilmer, Randolph, Tucker & Webster (that portion north of the southern city limits of Webster Springs) Counties.

AREA 4 - Grant, Hampshire, Hardy, Mineral & Pendleton Counties.

AREA 5 - Brooke (south of Buffalo Creek), Marshall, Ohio & Wetzel Counties.

AREA 6 - Brooke (remainder of county) & Hancock Counties.

AREA 7 - Calhoun, Jackson (northern portion to but not including the Town of Ripley), Pleasants, Ritchie, Roane (northern portion up to but not including Spencer), Tyler, Wirt & Wood Counties.

AREA 8 - Boone (southwest portion to but not including the Towns of Madison & Whitesville), Cabell, Lincoln, Logan, Mason, Mingo & Wayne Counties.

AREA 9 - McDowell, Mercer, Monroe, Raleigh & Wyoming Counties.

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
PLUMBERS & STEAMFITTERS:					
Plumbers	9.78	.45	.30		.05
Steamfitters	9.82	.45	.15		.05

AREA COVERED BY PLUMBERS & STEAMFITTERS

Boone (remainder of county), Braxton (remainder of county), Clay, Fayette, Greenbrier, Jackson (remainder of county), Kanawha, Pocahontas, Putnam, Roane (remainder of county), Summers & Webster (remainder of county) Counties.

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
POWER EQUIPMENT OPERATORS:					
GROUP 1	10.62	.40	.50		.04
GROUP 2	10.12	.40	.50		.04
GROUP 3	9.72	.40	.50		.04
GROUP 4	9.32	.40	.50		.04
GROUP 5	8.62	.40	.50		.04

CLASSIFICATION DEFINITIONS
POWER EQUIPMENT OPERATORS

- GROUP 1 - Operating cranes, derricks, tower cranes, and similar equipment, having a reach from the top of its boom to the ground of 175' or a lifting capacity of 70 tons; all shovels, draglines, clamshells, backhoes, endloaders, and concrete mixing plants of 4 cubic yard capacity or over; hoist with 10,000 pound line pull or over.
- GROUP 2 - All mechanics and those operating cranes, derricks and similar equipment hydraulic cranes in excess of 15 tons capacity; all shovels, draglines, clamshells, gradallis, tug or tow boats; concrete clamshells, gradallis, tug or tow boats - concrete mixing plants of 3 cubic yards capacity; endloaders in excess of 2 1/2 cubic yards capacity; backhoes in excess of 1/2 cubic yard capacity; hoist in excess of 5,000 pounds line pull; side boom cat. standards gauge locomotive.
- GROUP 3 - Hydraulic cranes up to and including 15 tons capacity; endloaders up to and including 2 1/2 cubic yards capacity; backhoes up to and including 1/2 cubic yard capacity; two drum hoist; well point system, concrete mixing plants, elevators, core drills, fork lift, rock carrier, air compressor (60 CFM or over), high compression equipment, concrete pumps double.
- GROUP 4 - Trencher, air tugger, concrete mixer, (2 bag) material hoist, (single) "A" frame truck, rubber tired scraper, power grader, dozer, tractor and pan, push cat, all tractors, oiler's standard gauge locomotive cranes, truck cranes; over 15 tons, grease truck operator and greaser, fireman, deckhand, asphalt and concrete paving equipment operators.

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CLASSIFICATION DEFINITIONS
POWER EQUIPMENT OPERATORS (CONT'D)

GROUP 5 - Roller and compactor, concrete mixer, (1 bag) Barbour Greene loader, mechanic helper, crawler crane oiler, air compressor, welding machine, gasoline powered) light plant, generator, conveyor, mechanical heater and pump operator.

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
ROOFERS:					
AREA 1	8.08	.10	.15		
AREA 2	10.35	.45	.30		d
AREA 3					
Commercial:					
Roofers	9.60		.10		.01
Waterproofers	9.85		.10		.01
Unprotected roofing or reroofing:					
Roofers	7.25		.10		.01
Waterproofers	7.50		.10		.01

AREA COVERED BY ROOFERS

AREA 1 - Brooke, Hancock, Marshall & Ohio Counties.

AREA 2 - Boone, Cabell, Clay, Fayette, Greenbrier, Kanawha, Lincoln, Logan, Mason, McDowell, Mercer, Mingo, Monroe, Putnam, Raleigh, Summers, Wayne, Webster & Wyoming Counties.

AREA 3 - Barbour, Braxton, Calhoun, Doddridge, Gilmer, Grant, Hardy, Harrison, Jackson, Lewis, Marion, Mineral, Monongalia, Pendleton, Pleasants, Pocahontas, Randolph, Ritchie, Roane, Taylor, Tucker, Tyler, Upshur, Wetzell, Wirt & Wood Counties.

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SHEETMETAL WORKERS:

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
AREA 1	10.20	.25	1.25	.02
AREA 2	10.47	.45+	.50	.05
AREA 3	8.91	.45	.45	.02
AREA 4	10.50	.45	.55	.04
AREA 5	9.28	.35	.30	.04

AREAS COVERED ON SHEETMETAL WORKERS

AREA 1 - Grant, Hampshire, Hardy & Mineral Counties.

AREA 2 - Cabell, Lincoln, Logan, Mingo & Wayne Counties.

AREA 3 - Brooke, Hancock, Marshall & Ohio Counties.

AREA 4 - Boone, Clay, Fayette, Greenbrier, Kanawha, Mason, McDowell, Mercer, Monroe, Putnam, Raleigh, Summers, Webster & Wyoming Counties.

AREA 5 - Barbour, Braxton, Calhoun, Doddridge, Gilmer, Harrison, Jackson, Lewis, Marion, Monongalia, Pendleton, Pleasants, Pocahontas, Randolph, Ritchie, Roane, Taylor, Tucker, Tyler, Wetzell, Wirt & Wood Counties.

SOFT FLOOR LAYERS:

AREA 1	9.45	.87	.65		.02
AREA 2	9.72	.40	.50		.03
AREA 3	10.02	.35	.35		.02
AREA 4	9.85	.35	.35		.02
AREA 5	10.62	.35	.35		.02
AREA 6	9.51	.25	.25		.02

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AREAS COVERED BY SOFT FLOOR LAYERS

AREA 1 - Brooke, Hancock, Marshall & Ohio Counties.

AREA 2 - Cabell, Mingo & Wayne Counties.

AREA 3 - Fayette, McDowell, Mercer, Raleigh, Summers & Wyoming Counties.

AREA 4 - Logan County

AREA 5 - Boone, Clay, Greenbrier, Jackson (southern portion including the Towns of Leon, Ripley & Hereford), Kanawha, Lincoln, Mason, Monroe, Pocahontas, Putnam & Boone Counties.

AREA 6 - Calhoun, Jackson (remainder of county), Ritchie, Wirt & Wood Counties.

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
SPRINKLER FITTERS	11.23	60	.90		.08
TRUCK DRIVERS:					
AREA 1					
GROUP 1	8.16	f	g		
GROUP 2	8.26	f	g		
GROUP 3	8.41	f	g		
GROUP 4	8.46	f	g		
GROUP 5	8.51	f	g		
GROUP 6	8.61	f	g		
GROUP 7	8.81	f	g		
AREA 2					
GROUP 1	6.30	h	i		
GROUP 2	6.40	h	i		
GROUP 3	6.55	h	i		
GROUP 4	6.70	h	i		
GROUP 5	6.95	h	i		
GROUP 6	7.05	h	i		

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AREA 3

GROUP 1
GROUP 2
GROUP 3
GROUP 4
GROUP 5
GROUP 6
GROUP 7

AREA 4

GROUP 1
GROUP 2
GROUP 3
GROUP 4
GROUP 5
GROUP 6

AREA 5

GROUP 1
GROUP 2
GROUP 3
GROUP 4
GROUP 5
GROUP 6
GROUP 7
GROUP 8
GROUP 9
GROUP 10

AREA 6

GROUP 1
GROUP 2
GROUP 3
GROUP 4
GROUP 5
GROUP 6
GROUP 7
GROUP 8

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
7.91	h	j	.80	
8.01	h	j	.80	
8.16	h	j	.90	
8.21	h	j	.80	
8.26	h	j	.80	
8.31	h	j	.80	
8.56	h	j	.80	
6.10	k	i		
6.20	k	i		
6.40	k	i		
6.45	k	i		
6.50	k	i		
6.68	k	i		
5.85	l	m	n	
5.88	l	m	n	
5.90	l	m	n	
6.00	l	m	n	
6.08	l	m	n	
6.13	l	m	n	
6.16	l	m	n	
6.43	l	m	n	
6.50	l	m	n	
6.53	l	m	n	
5.37	o			
5.38	o			
5.42	o			
5.45	o			
5.47	o			
5.70	o			
6.00	o			
6.10	o			

NOTICES

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AREA 7

GROUP 1
GROUP 2
GROUP 3
GROUP 4
GROUP 5

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
7.56	.60	.70		
7.71	.60	.70		
7.91	.60	.70		
8.10	.60	.70		
8.34	.60	.70		

CLASSIFICATION DEFINITIONS

TRUCK DRIVERS - AREA 1

GROUP 1 - Warehousemen, yardmen, truck helpers, pick-ups, stationwagons, panel trucks, flatbody material truck (straight job), greasers, washers, tiremen, gas pumps attendants, dump trucks (up to 5 cubic yards).
GROUP 2 - Tank truck (straight).
GROUP 3 - Dump trucks (5 cubic yards and over), semi-dump trucks, semi-trailers, (whether flat rack, or pole and hauled or pushed by truck or tractor), agitator or mixer trucks (up to 5 cubic yards), farm type tractor, tank truck (semi).
GROUP 4 - Low-Boy trailers, winch trucks, fork trucks, distributor trucks (front and back end), truck crane, moni-rail truck.
GROUP 5 - Material checker and receiver, mechanics helpers.
GROUP 6 - Agitator or mixer truck (5 cubic yards and over).
GROUP 7 - Mechanics, euclid, dumpster, turnarocker, ross carriers, athey wagon or similar equipment, A-frame, hydrolift, dual purpose trucks.

TRUCK DRIVERS AREA 2

GROUP 1 - Warehousemen, yardmen, truck helpers, pick-ups, stationwagons, panel trucks.
GROUP 2 - Flatbody material trucks (straight jobs), dump trucks (up to 5 cubic yards), greasers, washers, tiremen, gas pump attendants, mechanic helpers, material checkers & receivers, tank truck (straight).
GROUP 3 - Dump trucks (5 cubic yards & over), semi-dump trucks, semi-trailer (whether flat, rack or pole and hauled or pushed by truck or tractors), agitators or mixed trucks (up to 5 cubic yards), tank trucks (semi), monorails.
GROUP 4 - Low-boy trailers, winch trucks, fork truck, distributor trucks (front and back end), truck crane, agitators or mixer trucks (5 cubic yards & over), hydraulic tail gate, farm type tractors.
GROUP 5 - Euclids, dumpsters, turnarockers, ross carriers, athey wagons or similar equipment, A-frame, hydrolift, dual purpose trucks.
GROUP 6 - Mechanics.

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TRUCK DRIVERS - AREA 3

GROUP 1 - Warehousemen, yardmen, truck helpers, pick-ups, stationwagons, panel trucks, flatboat material truck (straight job), greasers, washers, tiremen, gas pump attendants, dump trucks (up to 5 cubic yards).
GROUP 2 - Tank truck (straight).
GROUP 3 - Dump trucks (5 cubic yards and over), semi-dump trucks, semi-trailers (whether flat rack or pole and hauled or pushed by truck or tractors), agitator or mixer trucks (up to 5 cubic yards), tank truck (semi).
GROUP 4 - Low-boy trailers, winch trucks, fork trucks, distributor trucks (front and back end), truck crane, moni-rail truck.
GROUP 5 - Material checker and receiver, mechanics helpers.
GROUP 6 - Agitator or mixer truck (5 cubic yards and over).
GROUP 7 - Mechanics, tri-axle dump trucks, hydraulic lift tailgate truck and farm type tractors, end dumpsters, turnarockers, ross carriers, athey wagon or similar equipment, A-frame, hydrolift, dual purpose trucks.

TRUCK DRIVERS - AREA 4

GROUP 1 - Warehouse, yardmen, truck helpers, pick-ups, stationwagons, panel trucks, team 2 - up.
GROUP 2 - Flatbody material trucks (straight jobs), dump trucks (up to 5 cubic yards), material checkers, material receivers, team 4 - up, greasers, tiremen and mechanic helpers (truck).
GROUP 3 - Semi-dump truck, semi-trailers (flat rack or pole), low-boy trucks, distributor trucks, agitators or mixer trucks (up to and including 5 yards) dump trucks and dumpster (5 to 12 yards).
GROUP 4 - Dump truck, agitator or mixer trucks and other hauling equipment (12 yards to 20 yards), mucker trucker, rubber-tired tractors (towing or pushing).
GROUP 5 - Dump truck, agitator or mixer trucks and other hauling equipment (20 yards and over).
GROUP 6 - "A" Frame operator, mechanics (truck).

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TRUCK DRIVERS - AREA 5

- GROUP 1 - Flat bed material trucks, dump trucks, semi-dump trucks.
- GROUP 2 - Tank trucks (straight & semi).
- GROUP 3 - Semi-trailers, tractor trailers.
- GROUP 4 - Pole trailer.
- GROUP 5 - Agitator & mixer trucks (up to 5 cubic yards)
- GROUP 6 - Euclids, dumpsters, turnarocker, cross carriers, atthey wagons.
- GROUP 7 - Agitator & mixer trucks (over 5 cubic yards).
- GROUP 8 - Low-boy trailers, winch trucks, ford trucks (front and back end) truck crane.
- GROUP 9 - A-Frame.
- GROUP 10 - Mechanics.

TRUCK DRIVERS - AREA 6

- GROUP 1 - Warehousemen, yardmen, truck helpers.
- GROUP 2 - Greasers, washers, tiremen, gas pump attendants, mechanics helpers.
- GROUP 3 - Flatboy material trucks, dump trucks, semi-trucks.
- GROUP 4 - Tank trucks (straight & semi)
- GROUP 5 - Semi-trailers & tractor trailers.
- GROUP 6 - Euclids, dumpsters, turnarockers, cross carriers, atthey wagons.
- GROUP 7 - Low-boy trailers, winch trucks, A-frame, fork trucks, distributor (front & back end), truck crane.
- GROUP 8 - Mechanics.

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TRUCK DRIVERS - AREA 7

- GROUP 1 - Dumpmen & flagmen.
- GROUP 2 - Pick-up trucks, dump trucks under 5 yard capacity, straight trucks.
- GROUP 3 - Panel trucks, straight truck with multiple axle, dumpsters under 5 yard capacity, trencher mix. dump trucks from 5 to 9 yard capacity, flat body material trucks (straight jobs), greasers, tiremen & mechanic helpers, rubber-tired (towing or pushing flatbody vehicles), & torn trucks.
- GROUP 4 - Dump trucks 10-15 yard capacity.
- GROUP 5 - Dump trucks over 15 yard capacity, bottom and end dump euclids, all other euclid type trucks, turnarockers, cross carriers, atthey wagons, A-frames, mechanics, semi-trailer or tractor trailers, low boy trucks, asphalt distributor trucks, agitator mixer, dumpsters or batch trucks, specialized earth moving equipment, off-highway tandem back-dump, twin engine equipment and double hitched equipment (where not self-loaded)

AREAS COVERED BY TRUCK DRIVERS

- AREA 1 - Boone, Braxton, Clay, Fayette, Greenbrier, Kanawha, McDowell, Mercer, Monroe, Pocahontas, Putnam, Raleigh, Summers, Webster & Wyoming Counties.
- AREA 2 - Calhoun, Gilmer, Jackson, Pleasants, Ritchie, Roane, Tyler, Wirt & Wood Counties.
- AREA 3 - Cabell, Lincoln, Logan, Mazon, Mingo & Wayne Counties.
- AREA 4 - Barbour, Doddridge, Harrison, Lewis, Marion, Monongalia, Randolph, Taylor, Tucker & Upshur Counties.
- AREA 5 - Marshall, Ohio & Wetzel Counties.
- AREA 6 - Brooke & Hancock Counties.
- AREA 7 - Grant, Hampshire, Hardy, Mineral & Pendleton Counties.

NOTICES

JUN 20

DECISION NO. WV77-3027PAID HOLIDAYS:

A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E- Thanksgiving Day; F-Christmas Day.

FOOTNOTES:

- a. Paid Holiday: Christmas Day.
- b. Paid Holidays: A through F.
- c. Employer contributes 4% basic hourly rate for 5 years or more of service or 2% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit.
- d. Employer contributes 2¢ per hour per employee from June 1 to December 31.
- e. Employer contribution of 3¢ per hour to the Sasm Fund per employee and is based on the basic hourly rate, plus pension, plus health and welfare.
- f. Employer contributes \$41.16 per month per employee employed 30 days or more.
- g. Employer contributes \$34.67 per month per employee.
- h. Employer contributes \$58.50 per month per employee employed 30 days or more.
- i. Employer contributes \$26.00 per month per employee employed 30 days or more.
- j. Employer contributes \$34.67 per month per employee employed 30 days or more.
- k. Employer contributes \$28.50 per month per employee employed 30 days or more.
- l. Employer contributes \$6.30 per week per employee.
- m. Employer contributes \$6.00 per week per employee.

DECISION NO. WV77-3027FOOTNOTE (Cont'd):

- n. One week's paid vacation.
- o. Employer contributes \$9.50 per week per employee.
- p. Paid Holidays: A through F, Plus Christmas Eve.

[FR Doc.77-4860 Filed 2-17-77;8:45 am]

Section 2
SUPPLEMENTAL GENERAL CONDITIONS

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans and Specifications which form a part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents":

DRAWINGS

General Construction

Nos. 1 through 5

SPECIFICATIONS

General Construction

Sections 1 through 11

2. STATED ALLOWANCES:

Not applicable to this project.

3 SPECIAL HAZARDS:

Not applicable to this project.

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

As required under paragraph 28 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$100,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$300,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$50,000.

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

5. PHOTOGRAPHS OF PROJECT:

None required.

6. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 52 OF THE GENERAL CONDITIONS.

Included herein are Federal Wage Rates as determined by the Secretary of Labor of the United States and West Virginia Minimum Wage Rates as determined by the Department of Labor of West

Virginia. The higher rate stated for each classification shall be effective for this project.

7. BUILDER'S RISK INSURANCE

As provided in the General Conditions, paragraph 28(e), the Contractor will maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent of completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

SECTION 3

GENERAL INSTRUCTIONS FOR WORK OF CONTRACTORS

1. REQUIREMENTS:

Each Contractor shall be held to have carefully read the "Instructions to Bidders," and "General Conditions and Supplements" and these "General Instructions for Work of Contractors" as well as the specifications for his and other branches of the work contained herein, carefully examined all drawings pertaining to the work, to the end that he may be fully informed not only as to the work he is to perform, but also know about the work that will be required to be done by other contractors.

2. PRELIMINARY STEPS TO BE TAKEN:

The General Contractor shall take the premises in the present state and condition and make all necessary provisions and preparations required for the removal from the premises of any objects interfering with the proper location and construction of the building.

Stakes shall be set permanently and away from the excavation lines a sufficient distance to prevent their being displaced.

The Engineer shall lay out the project for the Contractor in accordance with the drawings and specifications, and the contractor shall not only be responsible for its due and accurate location on the lot, but also for any damage inflicted on the Owner, or on the adjacent property Owners, from failure to comply in this respect with the drawings, specifications and directions.

3. INSPECTOR'S OFFICE:

The General Contractor shall provide in connection with his office, adequate work space for the Architect's representative.

4. UTILITIES:

Each Contractor shall be responsible for the supply and maintenance of water, light and power necessary for his work.

5. STORAGE OF MATERIALS:

The General Contractor under the supervision of the Architect, shall assume all charge of the ground space for the storage of materials, allotting the ground space to the several contractors for storage of various materials

in such manner as will facilitate the work, prevent friction and maintain the greatest order and neatness about the premises.

Each Contractor shall be responsible for the erection and maintenance of proper sheds for the storage of the materials needed for his work.

6. STORAGE SHEDS:

All sheds shall be large enough to hold all materials that are required on the site at any one time. They shall be substantially framed, sided and roofed. Floors shall be substantial to carry weight of materials and shall be raised at least 6" above ground.

Storage sheds shall be built for the safe keeping and protection of cement, lime, plaster materials, face brick, mechanical equipment and other of the finer trades of building materials, as may be directed, for their protection from the elements, from injury and theft.

When approved by the Architect, bulky items which cannot be readily stored in sheds may be stored on the grounds, provided proper and sufficient base and covering protect the items from injury and weather.

7. WALKS, SIGNAL LIGHTS, ET CETERA:

The General Contractor shall maintain the streets of premises clean and open for traffic and shall furnish and maintain in proper working order the requisite number of warning lights, guards, etc., on all materials and storage along the street. Each Contractor shall obtain necessary permits to use any part of a street in performance of his contract.

8. SANITATION:

The General Contractor shall keep the entire premises in a clean and sanitary condition during the progress of the work, post notices and take precautions to keep building clean.

Toilet accommodations shall be provided for the use of the workmen, and shall be kept clean and sanitary. Remove on completion of contract and leave premises clean.

9. PROTECTION OF BUILDING:

The General Contractor shall at all times keep the building in repair. He shall do all bracing, shoring and underpinning that may be necessary for the proper execution of the work, using every precaution to insure the stability

of the work. Temporary bracing and support shall be provided for masonry work over lintels until the mortar has set. He shall keep below grade rooms free from water at all times.

Towers and hoists shall not be placed nearer than 6'-0" to any part of the building.

All excavations shall be free from water and snow before any concrete or other work is done in them. Remove all snow and water from floors and roofs when directed.

10. EXCAVATION DRAINAGE:

The General Contractor shall furnish and maintain complete drainage of all excavations, sump areas, & c., in connection with the building operation at all times until the completion of his contract, providing for this purpose such hand or power pumping apparatus, equipment, etc., as shall be adequate for the work required.

As soon as the drain lines shall have been completed by the Contractor, they may be utilized in connection with said drainage work, insofar as same may be accomplished by gravity.

The General Contractor shall be responsible for obstructions that may occur in the building and street sewers through the introduction of soil, clay, quicksand, etc.

11. ENCLOSING THE BUILDING:

The General Contractor shall close up all exterior openings in a suitable and effective manner and maintain said enclosure until the permanent work is in place.

12. HOUSE CLEANING:

At completion, the General Contractor shall see to it that the exterior of the House and site are left clean, defective or injured

work or materials made good, all debris and rubbish that may have accumulated from the performance of his contract shall be removed from the premises and the adjoining public highways, also all implements and apparatus used in the performance of the work, so that the entire premises may be thoroughly clean when same is turned over to the Owner.

13. GENERAL INSTRUCTIONS:

The General Contractor shall leave all chases, holes, or openings in his own work for the proper installation of other Contractor's work. All shall be straight, true and of proper sizes. Consult with the Contractor concerned and with the Architect regarding size and location of chases, holes or openings. Should the Contractor fail to leave such chases, holes or openings as the Contractor concerned has indicated, he shall, at his own expense, provide same.

At the proper time, all holes or openings left in or through walls, at the direction of the Contractor concerned or the Architect, shall be properly bricked up or closed up to the Architect's satisfaction by the General Contractor.

Each Contractor shall watch the progress of the work and ascertain where and when his work will be needed and shall, as far as possible, keep the other Contractors informed as to his intentions of presecuting the work. He shall furnish all materials and transportation and perform all work required to erect the work shown on the plans, specifications, whether all items are particularly shown or mentioned, and in no case shall the Contractor take advantage of mistakes or clerical errors that may occur in the drawings or specifications.

14. COLD WEATHER:

The Contractor shall not perform any masonry work, concrete, brick, etc., during freezing weather, except by permission of the Architect, and all necessary precautions shall be taken to prevent injury to any portion of the work from frost, during the course of the work.

SECTION 4

DESCRIPTION OF PROJECT

The work to be completed under this Stage 2 contract consists, in general, of the following.

1. The House has been located on a permanent foundation at the Site. The Contractor will be required to accept the House and Site in their present state.
2. In general, work on the House proper includes the removal of the existing roof and application of a new terne metal roof and flashing; reconstruction of the porches, including new stone paving; repair and/or replacement of damaged woodwork, re-using or repairing to the greatest extent possible the original materials and fittings; repair of existing masonry, including dismantling and reconstruction of the chimneys; cleaning of the present masonry; painting of exterior woodwork.
3. The Site shall be brought to indicated final grades; construct retaining wall; install iron fencing and new walks; seed after finish grading.
4. All other work incidental and/or requisite to the proper execution of the contract work.

SECTION 5

SITE WORK

1. GENERAL:

Applicable provisions of "General Conditions" govern work under this section.

This Contractor shall provide all items, articles, materials, operations or methods listed, mentioned or scheduled on the drawings and/or herein, including all labor, materials, equipment and incidentals necessary and required for their completion.

2. WORK INCLUDED:

The Contractor shall accept the site in its present condition and furnish all labor and materials to complete excavation for drainage lines, backfill trenches and finish lot to the levels indicated on the drawings. Fill dirt and rough contour grading will be provided by Owner.

3. DRAINAGE SYSTEM:

Excavate trenches for drainage lines as shown on drawings. Construct storm drain system of non-perforated 4" PVC pipe and fittings which conform to HUD Use of Materials Bulletins UM-41a and UM-49 respectively. Lay pipe with 1/4" slope per foot of run. Leave PVC boots for Roofer's downspout connections, at elevation level with top of stone foundation course.

Cut trench bottoms neatly and bed pipe solidly to required slope. Cap boot openings temporarily, until Roofer's connections are made. Backfill trenches.

Install perforated 4" PVC swale drain with 1/4" slope per foot of run, perforated side down. Backfill with 8" of broken stone, then 6" of top soil.

4. FILLING AND GRADING:

The Owner will furnish and bring to the site the required amounts of clean earth fill and will bring site to approximately the contours shown for finished grade.

This Contractor shall do final leveling to finish contours, rake clean and smooth and leave ready for soil fertilization and seeding, as later specified.

5. SEEDING:

All areas indicated to receive lawn seed shall be tilled to a depth of 5". Incorporate into the soil, to a depth of 5",

Sphagnum Moss Peat (2 cubic yards per 1000 square feet), lime (50 lbs. per 1000 square feet) and starter fertilizer N-10, P-5, K2O-5 (25 lbs. per 1000 square feet).

Seed with a mixture of 35% Red Fescue and 65% Kentucky Bluegrasses, using 3.5 lbs. of seed per 1000 square feet of area; seed in two operations, at right angles to each other.

Mulch with clean wheat or oat straw, distributed at a rate of 90 lbs. per 1000 square feet.

Contractor shall guarantee a close stand of grass at an average height of 2".

6. MOISTURE PROTECTION:

Cover entire surface of ground beneath the house with 6 mil polyethylene film, lapped 12" at all joints and turned up 6" at all walls.

7. TERMITE PROTECTION:

Contractor shall engage the services of a qualified termite protection firm to treat the soil around and beneath the House, and the underside of the floor structure of the House. Said firm shall furnish a five year bond against reinfestation, in a form acceptable to F. H. A.

SECTION 6

CONCRETE WORK AND PAVING

1. GENERAL:

Applicable provisions of "General Conditions" govern work under this section.

This contractor shall provide all items, articles, materials, operations or methods listed, mentioned or scheduled on the drawings and/or herein, including all labor, materials, equipment and incidentals necessary and required for their completion.

2. WORK INCLUDED:

Furnish labor and materials to complete concrete work and stone paving indicated, as specified herein, or both. Cooperate with other trades regarding installation of embedded items.

3. MATERIALS:

Ready mixed concrete may be used; type, ASTM C 94.

Concrete work to be done in accordance with all provision of American Concrete Institute Building Code, latest edition. All concrete shall develop a minimum strength of 3000 per sq. in. at age of 28 days.

4. PREPARATION FOR PLACING:

Remove water from excavations before depositing concrete. Divert any water flow through proper side drains; remove without washing over freshly deposited concrete. Remove hardened concrete, debris, foreign materials from form interiors, from mixing, conveying equipment inner surfaces.

5. PLACING CONCRETE:

Handle concrete from mixer or transport vehicle to place of final deposit in a continuous manner, as rapidly as practicable

until given operation unit is completed. Do not deposit concrete that has attained initial set or has contained its water content for over $1\frac{1}{2}$ hours, nor splash forms or reinforcement with concrete before pouring. Deposit concrete in form as nearly as practicable in final position, to avoid rehandling. Immediately after depositing, compact concrete by agitating thoroughly in approved manner, to force out air pockets; work mixture into corners, around reinforcement, inserts; prevent formation of seams, planes of weakness within section.

Earth Foundation Placement. Place concrete footings and walk slabs upon compacted fill, free from frost, ice, and mud or water. When installed on dry soil or permeable material, lay waterproof sheathing paper over earth surfaces to receive concrete.

6. CURING AND PROTECTING CONCRETE:

When atmospheric temperature is below 40 deg. F., concrete finish shall be kept at a temperature above 70 deg. F. for at least 72 hours, or above 50 deg. F. for not less than 120 hours, if Portland Cement is used. Reduce maintained periods $\frac{1}{3}$ if high early strength cement is used. Exposed surfaces of concrete finish shall be thoroughly cured by being continuously wet after finishing at least 7 days where Portland cement is used or 3 days where high early strength cement is used.

Remove no forms during curing period unless kraft paper or similar approved material or membrane curing is applied to surfaces.

7. EXPANSION JOINTS:

Install $\frac{1}{2}$ " pre-moulded expansion strips where concrete slabs abut masonry walls. Strip shall be full depth of slab thickness.

Install similar expansion strips concrete slab bases for stone walks; locate strips beneath each stone joint of walks.

8. STONE PAVING:

Stone paving for walks and First Floor porches shall be Ohio Bluestone, as manufactured by The Waller Bros. Stone Company, 1 3/8" thick, sand rubbed finish, pattern as detailed on drawings. Submit samples for color and finish approval by Architect. Set stone in grout setting bed of one part Portland cement and three parts sand, on concrete slabs previously specified. Grout joints of stone paving with same material as setting bed.

SECTION 7

MASONRY WORK

1. GENERAL:

Applicable provisions of "General Conditions" govern work under this section.

This Contractor shall provide all items, articles, materials, operations, or methods listed, mentioned or scheduled on the drawings and/or herein, including all labor, materials, equipment and incidentals necessary and required for their completion.

2. WORK INCLUDED:

All block walls shall be light weight concrete block.

Stone for exterior walls is re-set from stone at site.

Set loose lintels, blocking, anchors, etc.

3. HOLLOW MASONRY UNITS:

Light weight concrete block; hollow, load bearing masonry units ASTM C-90, grade A., composed of concrete weighing 100 lbs. per cu. ft. or less, manufactured with aggregates of burned shale, burned clay, or expanded blast furnace slag.

Provide all necessary jambs, half course block, etc., as conditions may demand.

Mortar: Approved patented mortar shall be used. All mortar shall be mixed to a uniform texture and natural color, using minimum of water for a workable mixture. Mortar more than one hour old shall not be used and no re-tempering of same will be permitted.

Water: Clean and free of deleterious amounts of acid, alkalies, or organic materials.

Sand: For masonry work, ASTM C 144, approved color. Grade sand from course to fine with fine grains predominating as per FS. Use Ohio River sand.

4. GENERAL REQUIREMENTS:

Handling, storage: Exercise care in handling masonry units to avoid chipping, breakage. Locate storage piles, stacks or bins to avoid being disturbed or barricade to protect materials from damage. Stack units immediately upon delivery to job, under cover or otherwise protect from weather exposure.

Temperature: Do not erect masonry when ambient temperature has dropped below 45 deg. F. unless it is rising; at no time when it has dropped below 40 deg. F. except by written permission. When masonry work is authorized during temperatures below 40 deg. F. make provisions for heating, drying materials; protect completed work as per Structural Clay Products Institute's Technical Notes, Vol. 1, No. 1. Do not build upon frozen work. Do not lay masonry having water film on its surfaces.

Reinforcement: Install Dur-O-Wal Reinforcement full length of all walls in every second block exposure.

Cutting, Patching: For cutting, patching of masonry required to accommodate work of others, use masonry mechanics. For cutting of blocks in exposed walls use a power saw.

Protection: Protect masonry surfaces not being worked on during construction work. At such time as rain or snow is imminent, work is discontinued, protect work with waterproof membrane, well secured.

5. MIXING MORTARS:

Use method of measuring materials on job so that specified proportions of mortar materials can be controlled, accurately maintained during work process. When hand mixing is permitted, use tight mortar mixing box. Where dry method is used, rake, turn over materials for each batch before adding water, until even color of mixed materials indicate that cementitious materials have been distributed thoroughly throughout mass. After which gradually add water until thoroughly mixed mortar of required plasticity is obtained. Keep mixtures, wheel barrows, clean. Do not deposit mortar upon or permit contact with ground. Do not re-temper mortar.

6. WORKMANSHIP FOR CONCRETE MASONRY UNITS:

Erect concrete masonry units walls, partitions where indicated. Bed each course including cores of block solidly in mortar specified, with vertical

joints breaking over course below. Butter vertical joints entire height of units. Bond each course at corners and intersections; where walls are at right angles to each other, bond walls together with headers spaced every other course in height. Strike or tool mortar joints in all walls whether exposed to view or not. Install reinforcement as heretofore specified, in every other block course from footing to top of walls; build in where indicated or required. Leave no cells open in face surfaces. Incorporate sections of brick work where required to support plumbing or heating fixtures.

7. BLOCK LINTELS:

Provide reinforcement block lintels over openings in partitions and/or where called for on drawings. Lintels shall have $\frac{1}{2}$ " steel rod for each 4" of wall thickness and shall be cured for 14 days before installation.

8. CLEANING:

Progress work in as clean a manner as possible; remove excess materials, mortar droppings daily. Remove mortar droppings on connecting or adjoining work before its final set. Clean concrete masonry units which remain exposed in finished work with wire brushes or other approved method. Use soap powder, clean water on stone surfaces. After scrubbing, rinse surfaces with clean water. Remove hard lumps of mortar with wooden paddles. Do not use metal cleaning tools, metal brushes, acid solutions. Protect stone properly against damage from subsequent building operations, both before and after cleaning.

9. STONE:

Stone for top course of foundation walls shall be re-set existing stone presently on site. Individual stone locations have been recorded; re-setting must be coordinated with the Architect to return stones to proper position historically. Damaged stones will be replaced from supply of stone at site under direction of the Architect.

10. WORKMANSHIP FOR STONE:

Cut accurately to shape, dimensions, with jointing as indicated; allow for $\frac{1}{4}$ " joints. Exposed faces shall be true, out of wind, with bed joints straight and at right angles to face.

Set stone in approved patent mortar. When ready for setting, wet stone sufficiently to take up its surface absorption, but set no stone having a

film of water or frost on its surface.

Set stone accurately, true to line, level, with $\frac{1}{4}$ " full flushed joints. Tool joints vertically and horizontally, $\frac{1}{4}$ " deep.

11. BRICKWORK REPAIR AND POINTING:

Certain small areas of existing brickwork in the House are in need of repair; to the extent possible, locations and approximate areas are indicated on the drawings.

Remove all loose or disintegrated mortar, to a minimum depth of $\frac{1}{2}$ "; remove all dust or loose material by brushing or with a water jet. Re-point with Type B mortar, pre-hydrated by mixing at least two hours before using with only a portion of the required mixing water. At the end of the curing period, rework the mortar, using the remaining water. Pack mortar tightly into joints in thin layers until joint is filled; match finish of joint to existing work.

Replace bricks which are cracked through their body with brick taken from below the roof line of the chimneys.

12. CHIMNEYS:

Carefully remove brickwork of existing chimneys to a point below the roof level, saving and cleaning the original brick. (If original brick are needed for other patching, obtain these from the chimneys below the roof line, replacing such brick with new ones.

Re-build chimneys to the original profiles, using salvaged original brick; incorporate roof counter-flashing as chimneys are re-built.

13. FINALLY:

Remove, replace defective materials, correct defective workmanship; leave masonry clean.

SECTION 8

CARPENTRY AND WOODWORK

1. GENERAL:

Applicable provisions of "General Conditions" govern work under this section.

The contractor shall provide all items, articles, materials, operations, or methods listed, mentioned, scheduled on the drawings and/or herein, including all labor, materials, equipment and incidentals necessary and required for their completion.

2. LUMBER:

Grading of lumber of various species: American Lumber Standard PS 20-70.

Moisture Content: Unless otherwise specified 1" lumber, either air or kiln dried, moisture content not over 15%. Dimension lumber: as per Association Rules for grade, moisture content. Exterior finishing lumber, kiln dried; at time of delivery to premises, moisture content not over 15% for material 1" or less thick, not over 19% for material over 1" thick. Millwork, assembled or built-up of more than one piece at mill, except doors: moisture not over 12%.

3. WORKMANSHIP:

Execute rough carpentry in best, substantial, workmanlike manner.

Millwork shall be accurately milled to details, with clean cut mouldings, profiles, lines; scrape and sant smooth; mortise, tenon, spline, house, join, block, nail, screw, bolt together as approved in a manner to allow free play of panels; avoid swelling, shrinkage, insure work remaining in place without warping, splitting, opening of joints.

Setting. Secure work to grounds, otherwise fasten in place to hold correct surfaces, lines, levels. Make finished work flat, plumb and true.

Miter external corners of flat horizontal members; house internal corners. Miter external corners of moulded members; cope internal corners.

Prime painting. Paint surfaces of exterior woodwork before erection with one coat of aluminum or lead and oil paint.

4. TEMPORARY PROTECTION:

Protect finished woodwork, millwork, from injury after it has been set in place, until completion and acceptance.

5. GROUNDS:

Furnish dressed wood grounds for securing wood mill items to masonry walls.

6. DOORS:

All new doors are wood, mill-made to details, 1 3/8" thick, No. 1 Ponderosa Pine or other approved material. Stiles and rails shall be solid material; panels are solid material, as detailed. Assemble doors with 5/8" hardwood dowels and moisture resistant urea resin glue. All doors are to have water repellent preservative treatment. Submit shop drawings for approval.

Fit hand, trim as required. Doors shall have 1/16" clearance at sides, tops, 3/16" over thresholds; for doors in openings without thresholds, provide 3/8" clearance.

7. EXTERIOR FINISH:

Exterior finish of Western Pine, Poplar, or other approved material. Finish may be stored at site only in weathertight sheds, at Contractor's risk. Mill fabricate, erect finish as indicated; machine sand at mill, sandpaper smooth at building when necessary. Moulding profiles are indicated for trim, casings, etc. Make joints in approved manner to conceal shrinkage, be tight. Secure trim with fine finishing nails, screws, glue where required. Set nails for putty stopping. Set wood finish straight, plumb or level, in perfect alignment; fit closely.

Miter mouldings at corners; cope at angles. Details will be furnished where necessary; execute work per these details. Nail finish to grounds; draw tightly against blocking. Note that moulding profiles must be matched; submit samples prior to fabricating mill work.

8. WINDOWS:

No new windows are required; adjust and repair existing sash. Repair any damaged sills, wood lintels, etc. Replace damaged or missing glass. Adjust hardware as necessary for proper operation.

9. HARDWARE:

Include in the Base Bid the amount of \$400.00 to cover the purchase of new hardware for doors so noted on drawings. Re-hanging or adjustment of doors and installation of new hardware shall be included in the Base Bid and are not part of this allowance.

Clean, oil and adjust existing hardware for proper operation of all existing exterior doors.

10. ROOF SHEATHING:

Remove old metal roofing; set any raised nails. Replace rotted sheathing boards where necessary. Then cover entire existing roof area with 3/8" CD Exterior Standard Grade softwood plywood. Space long edges 1/16" apart and ends 1/8" apart. Nail 6" o. c. at edges and 12" o. c. over intermediate areas.

Section 9

ROOFING AND SHEET METAL

1. GENERAL:

The applicable provisions of "General Conditions" govern work under this section.

The Contractor shall provide all items, articles, materials, operations or methods listed, mentioned or scheduled on the drawings and/or herein, including all labor, materials, equipment and incidentals necessary and required for their completion.

2. TERNE ROOFING AND FLASHING:

Cover all roof surfaces with Terne metal roofing a manufactured by Follansbee Steel Corp. Roofing shall be standing seam style, including ridges, except at roofs of Porches, which shall be flat seam.

Existing roof deck will be overlaid by carpenters with 3/8" plywood to provide smooth, dry surface, ready for roofer's installation. Over plywood, lay first course of rosin sized paper.

Terne roofing material shall be I.C. gauge, 40 lb. coating; sheets shall be cut to sizes specified.

Use half and half solder only, with rosin used only as a flux; remove excess rosin before painting. Form Terne cleats 1 1/2" wide, spaced 12" o. c.; use two 7/8" roofing nails per cleat.

For pitched roofs, cut sheets to 20" x 28" size. Form roofing pans on press brake, allowing 1/16" distance between pans; taper pans longitudinally to bottom a minimum 1/16" to fit properly at cross seams.

Standing seams shall be formed with vertical bends on long dimension of sheets, 1 3/4" high on one side and 1 1/2" high on the other side. Place pans in position with painted side down; do not nail through the pans. Nail cleats along the 1 1/2" upturned edge; bend the cleat 1/4" over top of the upturned pan edge and bend the other end of cleat over nail heads. Place next pan in position with 1 3/4" flange edge adjoining the one attached to the roof. Bend 1/4" of the 1 3/4" flange edge over over 1 1/2" cleated edge, forming a single lock standing seam 1 1/2" high. Continue by turning over 1/2" of the standing seam to form a double locked standing seam 1" high. Press seam tightly together in each operation.

Cross seams shall be made according to the flow, and shall be cleated, single locked, malleted flat and soldered.

Gutters and downspouts shall be of galvanized steel, 26 gauge, formed to details on drawings and installed per those details.

3. PORCH ROOFS:

Materials shall be as specified for standing seam roofs, except sheets shall be cut to 14" x 20" size; when folded and joined to other sheets, they shall cover 12½" x 18½" areas or 63 to a square. Lay sheet the narrow way.

Fasten sheets with three cleats, two on the long side and one on the short side. Use barbed nails, putting no nails through the sheets. No graphite, tar or tar papers shall be allowed to contact the terne metal.

Flash at edges and counter flash at walls.

Flash up and over blocks for wood posts, etc, and set recessed base of posts over the flashing.

Mallet seams smooth and solder, using about 61 lbs. of solder per square. Stagger horizontal joints. No piece of tin shall be over 20" long for authenticity.

4. PORCH ROOF WALKWAYS:

Lay 1/2" thick by 36" wide, hard, waterproofed fiber board walks from doors to stairs and to rails.

Lay over 6 mil plastic film and glue all with a tarless mastic; place over terne after paint has dried. Use Carey-Tread, Koppers or Johns-Manville board.

5. PAINTING:

Immediately following completion of roofing, flashing and guttering, all exposed metal surfaces shall receive a two-coat paint finish. The first coat shall be red iron oxide-linseed oil paint; second coat shall be flat black oil-based exterior paint. Application shall be the responsibility of the Roofing Contractor.

These specified coats shall be in addition to any shop coat provided by the manufacturer of the terne metal.

Section 10

PAINTING

1. GENERAL:

Applicable provision of "General Conditions" govern work under this section.

The Contractor shall provide all items, articles, materials, operations or methods listed, mentioned or scheduled on the drawings and/or herein, including all labor, materials, equipment, and incidentals necessary and required for their completion.

2. WORK INCLUDED:

Furnish labor and materials to complete painting work indicated, as specified herein, or both. Furnish tools, ladders, scaffolding, other equipment necessary for work completion.

3. STORAGE:

Store materials used on job in single place, designated by Architect. Remove oily rags, waste, etc., from building every night; take precautions to avoid danger of fire.

4. MATERIALS:

Brand names are specified as an indication of type and quality of material required for the project, and are not to be construed as restrictive of competitive bidding. Alternative products may be submitted for approval of Architect prior to use. Deliver materials to site in original containers, with seals unbroken, labels intact.

Paint materials such as linseed oil, shellac, turpentine, etc., shall be pure, highest quality, bearing identifying label on containers.

5. WORKMANSHIP:

Workmanship shall be of the very best; spread materials evenly; flow on smoothly, without runs, sags. Employ only skilled mechanics.

Clean surfaces to be painted of loose dirt, dust, before painting is started.

Touch up knots, pitch streaks, sappy spots, with exterior primer.

Do necessary puttying of nail holes, cracks, etc. after first coat with putty or exterior spackling compound to match

proposed finish of surface. Bring putty finish flush with adjoining surface in a neat, workmanlike manner.

See that coats are thoroughly dry before applying succeeding coats.

Prepare old exterior woodwork for painting by removing of fissured or flaking material, alligatored paint, etc., by use of scraping or sanding as required. Wash away all accumulated surface dirt and allow to dry thoroughly. Repair minor cracks and blemishes with Exterior Spackling Compound as manufactured by Dap Products, or approved equal. After cleaning and repairing, sand rough areas to obtain first-class finish.

Protect work at all times; protect adjacent work or materials by suitable covering or other method during work progress. Upon completion of work, remove paint spots from floors, glass or other surfaces; remove from premises all rubbish or accumulated materials of whatever nature not caused by other trades. Leave work clean, neat and acceptable.

6. PAINTING SCHEDULE:

New Exterior Woodwork:

Primer: Foy-Johnston Jethide #9170 Exterior Undercoater
2 Coats: Foy-Johnston Jethide #9102 Semi-Gloss House
Paint. Color: White

Old Exterior Woodwork:

Primer: Foy-Johnston Jethide #9170 Exterior Undercoater
2 Coats: Foy-Johnston Jethide #9102 Semi-Gloss House
Paint. Color: White

Metal Fencing:

Painting of metal fence is included in the allowance specified in Section 11; do not include fence painting in this sub-contract.

7. BACK-PRIMING:

Refer to Section 8, paragraph 3, for requirements of back-priming all new wood trim before erection. Use aluminun paint or lead and oil primer.

8. CAULKING:

Caulk all joints between wood frames and masonry walls both new and existing. Material shall be A. C, Horn Co.'s "Vulcatex" or approved equal.

Apply with a hand gun, using nozzles of proper size to fit joint and drive material with sufficient pressure to fill joints.

Neatly point finish of caulked joints with a coving tool. Remove excess material and clean adjacent surfaces which have been soiled. Guarantee that work will be free of defects for a period of two years from date of building acceptance.

9. PUTTYING:

Remove existing putty from all glazed doors and windows. Clean putty rebate and apply specified primer coat. After primer coat is dry, install new putty in a neat, workmanlike manner. Putty shall be Dap Wood Sash Glazing Compound, or approved equal.

Section 11

MISCELLANEOUS WORK

1. GENERAL:

Applicable provisions of "General Conditions" govern work under this section.

The Contractor shall provide all items, articles, materials, operations or methods listed, mentioned or scheduled on the drawings and/or herein, including all labor, materials, equipment, and incidentals necessary and required for their completion.

2. IRON FENCING:

Contractor shall include in the Base Bid price the amount of \$3,000.00 to cover the cost of purchase, installation and painting of the iron fence shown on the drawings; design will be selected by the Architect. If the actual cost of the fence is more or less than the stated allowance, an addition to or deduction from the contract amount will be made accordingly.

3. EXTERIOR PAINT REMOVAL:

Remove heavy coating of paint from exterior masonry work, West Wall of rear wing, over area defined on the drawing.

Use "Sure Klean" Heavy Duty Paint Stripper as manufactured by ProSoCo, Inc., or approved equal. Follow carefully the system steps as directed by the manufacturer. Remove paint to the original masonry surface.

4. ELECTRICAL WORK:

Provide and install in Basement area of House, a low voltage, single phase transformer, 37.5 KVA capacity, 480V primary -- 120/240 V secondary, equal to Sorgel Electric Corp. No. 37S3H. Provide one convenience receptacle on the House side of transformer, located on Basement wall adjacent to transformer, for use with power tools for construction work.

Provide a 30" x 30" x 4" concrete mounting pad on leveled grade surface of Basement directly beneath existing service-entrance disconnect switch; mount transformer to pad.