

OHIO LICENSE # EL12150KENTUCKY LICENSE # CE15231**B & J****ELECTRICAL COMPANY, Inc.****INDUSTRIAL AND COMMERCIAL CONTRACTOR**

6316 WIEHE ROAD

CINCINNATI, OHIO 45237

PHONE (513) 351-7100

FAX (513) 351-7101

March 18, 2013

To: Butler County Sheriff Office  
 Attn: Captain Dennis Adams  
 Re: New Hourly Rates

Captain Adams,

Enclosed is the information you requested for new hourly rates.

I have enclosed the hourly rates at the time of the contract along with the new hourly rates.

| <u>Classification</u> |                 | <u>Original hrly</u> | <u>New hrly</u> | <u>% increase</u> |
|-----------------------|-----------------|----------------------|-----------------|-------------------|
| Apprentice            | 1 <sup>st</sup> | 15.75                | 17.11           | 1.086             |
| Apprentice            | 3 <sup>rd</sup> | 23.77                | 27.19           | 1.143             |
| Apprentice            | 5 <sup>th</sup> | 26.38                | 29.87           | 1.132             |
| Apprentice            | 6 <sup>th</sup> | 29.77                | 33.35           | 1.120             |
| Journeyman            |                 | 36.83                | 40.58           | 1.102             |
| Foreman               |                 | 38.40                | 42.72           | 1.113             |

| <u>New rates</u> |      | <u>Old charges</u> | <u>% increase</u> | <u>New rates</u> |
|------------------|------|--------------------|-------------------|------------------|
| Apprentice       | 1    | 30.43              | 1.086             | 33.05            |
| Apprentice       | 3    | 38.89              | 1.143             | 44.45            |
| Apprentice       | 5    | 41.45              | 1.132             | 46.92            |
| Apprentice       | 6    | 44.78              | 1.120             | 50.15            |
| Apprentice       | O.T. | 53.97              | 1.120             | 60.45            |
| Apprentice       | D.T. | 66.18              | 1.120             | 74.12            |
| Journeyman       | ST   | 50.68              | 1.102             | 55.85            |
| Journeyman       | O.T. | 64.28              | 1.102             | 70.84            |
| Journeyman       | D.T. | 85.88              | 1.102             | 94.64            |
| Foreman          | ST   | 55.34              | 1.113             | 61.59            |
| Foreman          | O.T. | 69.94              | 1.113             | 77.84            |
| Foreman          | D.T. | 95.06              | 1.113             | 105.80           |

Captain, if you have any questions please give me a call.

Sincerely,

*Michael G. Doerger*

B &amp; J Electrical Co., Inc.

## ON-CALL ELECTRICAL SERVICES AGREEMENT

This **ON-CALL ELECTRICAL SERVICES AGREEMENT** (the "Agreement") is made as of February 15, 2010 (the "Effective Date") by and between the **Butler County Board of Commissioners**, with offices at Butler County Government Services Center, 315 High Street, 6<sup>th</sup> floor, Hamilton, Ohio 45011 (the "County"), and **B & J Electrical Co., Inc.**, an Ohio corporation, having a place of business at 6316 Wiehe Road, Cincinnati, Ohio 45237. ("B & J").

### WITNESSETH:

1. **SCOPE OF SERVICE:** The County hereby employs B & J and awards it the right to provide on-call preventative maintenance, repair, and emergency electrical services (hereafter called the "Work") for the County at the Butler County Jails located at 705 Hanover Street, 123 Court Street, and 434/442 So. Second Street in Hamilton, Ohio and, in the County's discretion, such other jail facilities as the County may operate during the term of this Agreement (collectively, the "Facility") as more fully described herein.

2. **COMPENSATION:**

B & J'S Work at the Facility shall be on an "hourly basis" at the prevailing wage as set forth herein as the same may be amended from time to time and with the cost of parts to be paid by the owner for the compensation set forth later herein. Time spent driving to and from the Facility shall not be compensable.

B & J shall provide sufficient staff to perform preventative maintenance at the schedule recommended by the manufacturer as well as perform repairs as required.

3. **PREVAILING WAGE TO BE PAID:** For its Work B & J shall initially be paid on an hourly rate according to the hourly prevailing wage rate set forth in its Bid Form for the class of employee performing the Work under this Agreement. Partial hours will be billed in fifteen minute increments. Throughout the term of this Agreement, the hourly rate to be paid B & J shall be and remain the then-current prevailing wage rate for the job classifications listed in B & J's Bid Form. However, as the Prevailing Wage rate for the various classifications in B & J's Bid Form is modified by the State of Ohio during the term of this Agreement, the prevailing wage rate due and payable to B & J by the County under this Agreement shall be automatically amended by operation of law to mirror the new wage rate without need of an formal amendment of this Agreement as it shall be deemed grounded upon Ohio's Prevailing Wage Law and rate at all times. Notwithstanding the foregoing, as the prevailing wage rate changes, there shall be no adjustment to B & J's overhead and profit as a result of any change in the prevailing wage rate. The applicable Prevailing Wage Rates and job classifications under this Agreement are attached hereto and marked as Exhibit 1.

B & J shall submit a comprehensive invoice to the County on the first day of each month representing all Work done during the previous month.

Except for disputed charges, payment shall be made by check payable to B & J Electrical Co., Inc. within thirty (30) days after the invoice date. Such payment shall be sent to:

B & J Electrical Co., Inc.  
6316 Wiehe Road  
Cincinnati, Ohio 45040

4. **CONTRACT DOCUMENTS, CONFLICT AMONG DOCUMENTS:** This Agreement, the "Bid Request," "Information for Bidders," "Bid Proposals," "Bid Bond," "Notice of Award," "Technical Specifications," (if any) and "Addenda"(if any), are the documents that comprise this Agreement. In the event of conflict between the provisions of this Agreement and any attached exhibit or description of the work to be performed, the provisions of this Agreement and the Bid Specification will, to the extent of such conflict, take precedence over any and all other documents.

5. **PARTS:** B & J shall provide the County with a list of parts which the County should purchase and hold in inventory for future use. The County reserves the right to buy and stock its own supply of parts for the systems and equipment covered by this Agreement. B & J shall use the County's stock of parts and receive no markup on it. To the extent the County's stock of parts does not include a particular required part, the part(s) shall be purchased from the County's supplier and the County will pay its supplier directly for the same. B & J shall return to the Sheriff any replaced parts which have a core or reuse or salvage value and the County shall be entitled to any core or return or salvage value for it. Where hourly service is performed for purposes of preventative maintenance or repair, and where parts are required to complete such hourly service, B & J shall notify the County in advance of the parts anticipated to be needed for such maintenance. The County shall be first and primarily responsible for purchasing the needed parts and establishing a parts supplier for B & J to utilize. Parts which the County does not have in inventory the County that are required will be purchased from B & J at its cost.

6. **ACCESS AND RECORDS:** B & J will keep a record of its activities under this Agreement, provide a copy of its services showing labor and materials to the Sheriff or his designee immediately upon completion of the same, and shall retain all its records pertaining to service provided under this Agreement for thirty-six (36) months after the conclusion of this Agreement..

7. **TERM OF AGREEMENT:** The initial term of this Agreement shall commence on February 15, 2010, and shall continue through February 14, 2013.

8. **NOTICE OF DEFAULT, CURE, OR TERMINATION:** B & J will perform its work under this Agreement in accordance with this Agreement and any amendments and attachments hereto. Failure to perform the work as provided herein will first result in notice to B & J of its default and with an instruction how to cure the default and a setting of a reasonable time in which to do so. If the default is not cured within a reasonable time, such default may result in the County performing or hiring others to cure the default described in the notice at B & J'S expense. In addition to the foregoing the following termination provisions shall apply:

**A. Termination for Convenience:** Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon thirty (30) days notice to the other party. Termination for convenience shall include termination under R.C. Chapter 5705 due to a lack of sufficient appropriated funds to continue this Agreement.

**B. Termination For Inability to Agree on a Price Adjustment:** Either party may terminate this Agreement upon thirty (30) days prior written notice if it is unable to agree with the other party as to a price adjustment within a reasonable period of time after such an adjustment becomes due. Should the County be dissatisfied with the price adjustment resulting from Section 7 of this Agreement and the parties' inability to agree, it may terminate this Agreement under this provision.

**C. Discontinuance of Operation:** Should it become necessary, for any reason, for one or more locations which together constitute the Facility to voluntarily or involuntarily discontinue operation as a place for housing prisoners for a definite, indefinite or permanent period, this contract shall become null and void with respect to that location.

**D. Consequences of Termination:** If this Agreement is terminated under any circumstances, the County shall pay B & J for the Work provided by B & J up to and including the date of termination, at the prices and within the payment periods set forth in this Agreement. The County's obligation to pay for the Work provided shall survive the termination or expiration of this Agreement. B & J'S responsibility to maintain insurance for events alleged to have arisen proximately directly or indirectly out of this Agreement shall remain in effect for two years after its termination.

This Agreement may be terminated at one but not every location.

B & J shall have no right to recover mobilization, demobilization, home office overhead expense nor anticipated lost profit or any other form of consequential damage in the event one or more Facility locations are closed, this Agreement is terminated with respect to one or more but not all locations, or this Agreement is terminated in whole or in part.

Upon the expiration or any termination of this Agreement:

1. The County and B & J shall conduct a physical inventory of all supplies and equipment following which B & J shall turn over to the County and account for all equipment and other property belonging to the County.

2. B & J shall make available to the County for examination all data, records and reports concerning the Work and shall make available to the County copies of them upon request at no expense to the County.

9. **NOTICE:** All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

10. **CONFLICTS OF INTEREST:** B & J covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

11. **RULES OF CONDUCT FOR B & J PERSONNEL:** B & J shall provide sufficient staff to perform its Work under this Agreement as is required.

Both B & J and the Sheriff shall designate a person to oversee and coordinate the Work's performance as well as address problems, issues, and disputes.

B & J and all its employees, agents, vendors and independent contractors who will enter any Facility under any circumstances must attend such orientation classes and receive such training as is mandated by the Sheriff and the State of Ohio both before performance begins and as may be required by the Sheriff from time to time during performance. Such training will be provided by the County, but B & J shall be responsible for compensating its staff for the time required to attend orientation and training. The Sheriff reserves the right to refuse to provide any person who has not attended and successfully completed orientation and training with any necessary security passes, pass codes, or other security measures which a Facility may require.

B & J is responsible for control of any keys provided by the Sheriff, but the Sheriff shall not be under any obligation to provide B & J with any keys. B & J shall be responsible for immediately reporting all the facts relating to any loss or disappearance of keys or losses incurred. No keys to any part of the facility may be duplicated; all keys will be provided by the Sheriff will be recorded and signed for. B & J agrees that all tools and equipment entering the

Facility shall be inventoried upon entering and leaving the Facility in accordance with policy and procedures provided to B & J by the Sheriff.

B & J shall provide the Sheriff with a complete roster and sufficient identifying information concerning its employees at the Facility before any such B & J employee may enter secure areas of the Facility with the understanding such information shall be used to conduct a background and security check. Thereafter, B & J shall provide the Sheriff with the names and sufficient identifying information respecting any newly hired employee who is to work at the Facility to enable the Sheriff to conduct a background and security check. The County retains the right to thoroughly investigate and reinvestigate all current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended in order to ascertain whether such employee(s) may lawfully be employed with the Facility. The Sheriff reserves the right to charge \$50.00 per person for background checks. Eligibility for employment with B & J under this Agreement at a Facility includes the proposed employee's satisfaction of the Sheriff's policies procedures and post orders. The County retains the right to initially determine and periodically review each B & J employee's security status at the Facility. The County retains the right to make and alter its decisions on each B & J employee's security status at the Facility. A violation of Facility rules is grounds to revoke an employee's security status at the Facility.

B & J shall instruct all its employees, agents, suppliers, and subcontractors that all rules and regulations, policies, and procedures established by the Butler County Sheriff's Office shall be adhered to. In addition:

- A. B & J shall prohibit its employees, agents, suppliers, and subcontractors from personal use of telephone or office equipment provided for official County business.
- B. All B & J employees, agents, suppliers, and subcontractors shall be required to wear identification badges issued by the Sheriff's Office.
- C. All B & J employees, agents, suppliers, and subcontractors shall be required to comply with Butler County and State of Ohio rules and regulations.
- D. No supplies, materials, or equipment provided, acquired, or utilized in the performance of this Agreement shall be removed from the corrections facility for personal use or used in any manner not provided herein.
- E. B & J employees, agents, suppliers, and subcontractors shall not fraternize with inmates. (This will be in Policy & Procedures which employees will be required to follow.)

The County shall provide reasonable and adequate physical security at all times for B & J employees, suppliers, management and other authorized visitors. Unless adequate physical security is specifically defined and agreed upon in advance by and between the Sheriff and B & J (including the allocation of any special costs to be incurred for extra security), the Sheriff shall afford the portion of the Facility used and occupied by B & J with the same level of staffing and security as it provides generally to similar portions of the Facility. Neither the Sheriff nor the

County warrants or represents to B & J or its employees, management or staff, their agents, or B & J'S suppliers or subcontractors that the Facility is free from the inherent danger of working within an environment where persons have lost their liberty due to their inability to comply with the laws governing a civilized society. The Sheriff will take such reasonable security measures as B & J proposes provided the same are within the Facility's manpower and budgetary constraints. The County accepts no responsibility for B & J employees, manager or staff or their agents who venture into areas of the Facility which their work does not require them to enter. While within the Facility, B & J employees will observe all safety and security measures imposed by law and by the Sheriff or his designee.

**12. ASSIGNMENT AND SUBCONTRACTING:** B & J may not assign or subcontract the whole or any subordinate portion of this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that B & J may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with B & J. A delegation of the performance of any portion of this Agreement within the benefit of a subcontract shall be treated the same as a subcontract.

**13. PRESS RELATIONS:** B & J shall coordinate with the County Sheriff or Facility Administrator on any and all press or media releases.

**14. ENTIRE AGREEMENT and CHANGE ORDERS:** This Agreement represents the entire agreement and understanding between the County and B & J and supersedes all prior negotiations, representations, impressions, understanding, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and B & J with amendments to be effective as of the date stated in the amendment. A Change Order means an agreed upon addition to, deletion from, or modification to the terms of this Agreement. All Change Orders must be mutually agreed upon by the parties. Pending both parties' execution of a Change Order, B & J will continue to perform and be paid as if no Change Order exists.

**15. SEVERABILITY:** If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**16. WAIVER:** The failure of B & J or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

17. **ACCREDITATION:** The Facility is currently in compliance with State of Ohio standards. With respect to the service(s) B & J provides that are considered in determining whether standards have been satisfied, B & J shall be responsible for demonstrating compliance with all requirements. If the Facility is denied re-accreditation on the basis of any fault of the B & J, B & J shall pay a penalty of two hundred and fifty thousand dollars (\$250,000) to Butler County. This failure shall also constitute a breach of contract.

18. **FORCE MAJEURE:** If a Facility should be damaged by fire, flood, riot or similar events, the County will determine after consultation with B & J, whether and to what extent the Facility remains capable of occupancy. If a Facility is substantially damaged or destroyed by an event of force majeure, then the County may, at its option, continue with the contract at a reduced level or terminate without further obligation.

19. **PERFORMANCE BOND:** B & J will provide the County with a Ten Thousand Dollar \$10,000 performance bond within ten (10) days after the Agreement is signed.

20. **COUNTY RESPONSIBILITIES:** The County is responsible for performing the following duties under this Agreement:

- a. Provide security ID cards for all B & J employees assigned to a Facility.
- b. Provide timely and secure access to Work sites.
- c. Provide parking for B & J and its agents, vendors, and contractors limited to county-property in the areas designated by the Butler County Sheriff.

21. **INDEPENDENT CONTRACTOR:** The relationship of B & J and the County shall be at all times that of an independent contractor and employer, with B & J having full and complete liberty to use its own free and uncontrolled will, judgment, and discretion as to the means, method and manner of performing its duties hereunder. Nothing herein contained or done pursuant to this Agreement is intended to make or shall make B & J, its agents, employees, vendors or contractors an agent, servant, partner, joint venturer, or employee of the County.

22. **THIRD PARTY BENEFICIARY:** B & J and the County agree that, although this Agreement contemplates Work at a Facility which would benefit inmates, this Agreement is not intended to confer any rights upon any person who is not a party hereto.

23. **CHOICE OF LAW AND FORUM AND ALTERNATE DISPUTE RESOLUTION:** This Agreement is made under and will be construed in accordance with the law of Ohio without giving effect to Ohio's choice of law rules. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided, shall be decided in a court of competent jurisdiction within the State of Ohio applying Ohio law. The law



of the State of Ohio shall govern the interpretation of this Agreement as well as the performance of the Scope of Services. In addition to any remedies the parties may have at law, equity, or otherwise, the parties may, by mutual agreement, choose to resolve any dispute arising under this Agreement through alternate dispute resolution procedures such as mediation, or, through arbitration in accordance with the Rules of the American Arbitration Association.

**24. RESERVED FOR FUTURE USE.**

**25. SURVIVAL OF PROVISIONS AFTER TERMINATION:** Provisions of this Agreement which must be necessary for the parties to settle accounts with each other or which are necessary to protect one party from the other respecting any sort of claims of third parties against either or both parties shall survive the termination or expiration of this Agreement.

**26. SECOND OPINION:** With regard to any Work to be performed, the County shall have the right to seek a second opinion as to the necessity for such Work and the condition of equipment or systems covered by this Agreement. Similarly, the County shall have the right to seek a second opinion as to the necessity for any proposed solution of B & J to a malfunction or other operating situation and shall have the further right to select a different solution, repair or correction than the one proposed by B & J. The County's determination as to the proper corrective measure to be taken shall be final and B & J may register its disagreement.

**27. B & J'S WARRANTIES AND REPRESENTATIONS TO THE COUNTY:** As an inducement for the County to be awarded this Agreement, B & J, for itself and for its agents, employees, vendors, and subcontractors, hereby represents and warrants to the County in connection with the performance of its services that:

A. B & J warrants and represents to the County that with respect to its services under this Agreement, it possesses and will, at all times, exercise that level of professional care, skill, and experience necessary to safely and successfully accomplish its efforts as it is described in this Agreement and other contract documents in a timely, complete, competent, and safe manner;

B. B & J warrants and represents to the County that in performing its services for the County it is capable of devoting and will continuously devote the necessary personnel and resources to enable it to give its best efforts and that B & J will assign Work to the least expensive classification of its employees who are capable of performing the Work and shall charge the County at the rate of the least expensive qualified classification and shall complete work in a reasonable period of time without undue delay.

C. B & J warrants and represents to the County that in performing its services for the County it will only utilize personnel possessed of the skill and experience necessary to fully, efficiently, effectively, safely, professionally, and competently perform its services for County.

D. B & J warrants and represents to the County that it will perform its services for the County with the degree of skill and care observed by national firms performing the same or similar services.

E. B & J warrants and represents to the County that it will comply with all applicable federal, state and local laws, ordinances, codes, and regulations in performing its services for County as well as policies, procedures and rules established by the Sheriff or his designee for the Facility, any violation of which may serve as the basis for discipline of any employee violating such rules, regulations, policies, etc.

F. B & J warrants and represents to the County that it has obtained and will maintain in force liability insurance coverages in the amounts provided herein.

G. B & J warrants and represents to the County that it and its employees assigned to duty under this Agreement are and will remain properly licensed to undertake its obligations under this Agreement in the State of Ohio.

H. B & J warrants and represents to the County that it has not knowingly made a misrepresentation of any material fact in its bid and its bid was true, complete, current and accurate as of the date of the bid opening and has not knowingly omitted any material fact from its bid.

I. B & J warrants and represents to the County that it will complete its work in a timely and workmanlike manner.

J. B & J warrants and represents to the County that its services shall be provided using chemically or alcoholically unimpaired, qualified personnel of sufficient number, and employing safe and suitable replacement parts, tools and equipment.

K. B & J warrants and represents to the County that it will replacement parts installed in the Facility will be new, unless the County agrees in advance in each case to the use of used, reconditioned, or refurbished parts.

L. B & J warrants and represents to the County that it in performing its services, B & J will comply with all Ohio and federal safety laws and regulations which are applicable to the Work being done so as not to knowingly or recklessly expose B & J's own employees or other employees on the site to an unreasonable risk of injury.

M. B & J warrants and represents to the County that it will educate and update itself from time to time as to all appropriate standards applicable to its operation at the Facility.

N. B & J warrants and represents to the County that any employees of B & J or any of its contracting parties who test positive for a controlled substance without a legitimate medical reason will not be assigned to or stationed within the Facility, and the Contractor will control the work assignments of anyone working for it that is taking a prescription drug for a legitimate medical reason so the person does not present a safety risk to himself/herself, other personnel, or the County's property.

O. B & J warrants and represents to the County that it has examined the Facility in order to determine whether the County possesses sufficient equipment and facilities to permit B & J to commence its duties under this Agreement and meet the obligations of this Agreement. Based on that examination B & J has concluded that it is safe to begin work at the Facility. The County has made no representation or warranty to B & J of the fitness of the facility for B & J's intended use of it.

P. B & J warrants and represents to the County that all of its employees assigned to perform Work under this Agreement will be lawfully within the United States and lawfully entitled to work within the United States.

**28. EQUAL EMPLOYMENT OPPORTUNITY:** B & J and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, B & J agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without discrimination based, in whole or in part, on the criteria listed above.

**29. INSURANCE:** B & J shall provide and maintain the following insurance coverages all of which shall name the County as an additional insured:

Worker's Compensation insurance as required by Ohio law.

Comprehensive General (Public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; bodily injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence. B & J may satisfy these requirements through a combination of primary and excess coverage.

The County and B & J waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

Any insurance coverage (additional insured or otherwise) that B & J provides for the County, its officers, employees, agents and servants shall only cover liability assumed by B & J in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County or its officers, employees, agents and servants.

B & J agrees that its acts or omissions during the course and scope of this Agreement which proximately cause injury to a County employee, which employee injury thereafter results in the County incurring worker's compensation liability to such injured employee shall result in B & J reimbursing the County for the amounts of such payments.

**30. INDEMNITY:** B & J shall indemnify, defend, and hold the County, Sheriff, and his staff harmless from and against any and all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other tortuous acts caused or contributed to by B & J or by anyone acting under B & J'S direction or control or in its behalf in the course of its performance under this Agreement, provided however that B & J's aforesaid indemnity and hold harmless obligation shall not be applicable, and the County shall remain subject to any and all liability for its negligence reckless or intentional acts independent of B & J.


**31. COMPLIANCE WITH LAWS:** Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. This Agreement and its performance as well as any litigation or alternative dispute resolution procedures arising directly or indirectly from the existence or performance or nonperformance of this Agreement shall be governed by the laws of the State of Ohio and shall be heard and decided by a state or federal court with territorial jurisdiction over Butler County, Ohio.

**32. DISCOVERED CONDITIONS.** B & J employees will report to the Sheriff any unhealthful mold, fungi, mildew, indoor air quality or any similar conditions discovered at the Facility.

**[Remainder of page intentionally left blank. Signature page follows.]**

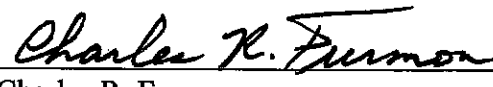
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

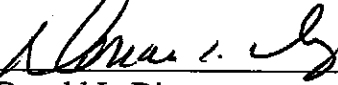
**B & J Electrical Co., Inc.**

By:   
Michael G. Doerger  
Corporate Secretary

**Butler County Board of Commissioners  
State of Ohio**

By:   
Gregory J. Jolivet  
President

By:   
Charles R. Furmon  
Vice President

By:   
Donald L. Dixon  
Member

**ATTACHMENT 1**

**BID FORM SETTING FORTH HOURLY COMPENSATION RATE**

# Bid Form

Electrical Maintenance for the Butler  
County Adult Detention Facilities  
Contract Number 09-12-023  
December 15, 2009

Company Name: BJT ELECTRICAL CO INC  
 Contact Name & Title: Mike Doerger Secretary  
 Address: 6316 WILKIE RD CATH OH 45237  
 Phone: 351-7100 Fax: 351-7101  
 E-mail Address: MIKE@BJTELECTRICAL.COM  
 Company Website: \_\_\_\_\_

|      | Job Classification    | Hourly Prevailing Wage Rate | Overhead and Profit | Total Rate Per Hour |
|------|-----------------------|-----------------------------|---------------------|---------------------|
| ST.  | 1st period Apprentice | 15 <sup>43</sup>            | 15 <sup>00</sup>    | 30 <sup>43</sup>    |
| ST   | 3rd period Apprentice | 23 <sup>89</sup>            | 15 <sup>00</sup>    | 38 <sup>89</sup>    |
| ST   | 5th period Apprentice | 26 <sup>45</sup>            | 15                  | 41 <sup>45</sup>    |
| S.T. | 6th period Apprentice | 29 <sup>70</sup>            | 15 <sup>00</sup>    | 44 <sup>70</sup>    |
|      | Apprentice O.T.       | 38 <sup>97</sup>            | 15 <sup>00</sup>    | 53 <sup>97</sup>    |
|      | Apprentice D.T        | 48 <sup>18</sup>            | 18 <sup>00</sup>    | 66 <sup>18</sup>    |
|      | Journeyman ST         | 36 <sup>60</sup>            | 14 <sup>00</sup>    | 50 <sup>60</sup>    |
|      | " OT                  | 49 <sup>20</sup>            | 15 <sup>00</sup>    | 64 <sup>20</sup>    |
|      | " DT                  | 61 <sup>88</sup>            | 24 <sup>00</sup>    | 85 <sup>88</sup>    |
|      | Foreman ST            | 40 <sup>34</sup>            | 15 <sup>00</sup>    | 55 <sup>34</sup>    |
|      | Foreman OT            | 52 <sup>94</sup>            | 17 <sup>00</sup>    | 69 <sup>94</sup>    |
|      | Foreman DT            | 68 <sup>06</sup>            | 27                  | 95 <sup>06</sup>    |

Submitted By: \_\_\_\_\_

Authorized Signature

12/15/09

Date

Exhibit  
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