Document 001000.1 ADVERTISEMENT FOR BIDS (LEGAL NOTICE)

Sealed bids will be received by the Board of County Commissioners of Hamilton County, Ohio in Room 507 of the County Administration Building, 138 East Court Street, Cincinnati, Ohio until 11:00 A.M., Local Time, **May 22, 2019** for furnishing labor, materials, tools, equipment and services necessary for:

ITB# 031-19
THE BANKS – VARIABLE MESSAGE SIGNS (VMS) PHASE 2
ODOT PID 104409

A PRE-BID CONFERENCE WILL BE HELD ON MAY 9, 2019 at 10:00AM,
138 EAST COURT STREET (ROOM 605) CINCINNATI, OH 45202

Questions: May 14, 2019 *by 12:00 noon*
Answers: May 16, 2019 *by end of business day*

This is a prevailing wage project, and the estimated budget is **$4,945,048.95 – Construction**. Proposal Forms, specifications, etc. may be obtained upon application at ARC, 7157 E. Kemper Road, Cincinnati, Ohio 45241 or they may be electronically retrieved by accessing the following website – http://www.bidsync.com/

Owner – Parking Garage
Hamilton County
County Administration Building, Room 603
138 East Court Street
Cincinnati, Ohio 45202
Phone: 513-946-4400

Owner – Race Street and Public Utilities
City of Cincinnati
801 Plum Street
Cincinnati, Ohio 45202

Architect/Engineer for the Project:
TEC Engineering, Inc.
7288 Central Parke BLVD
Mason, Ohio 45040
Phone: 513-771-8828

Surveyor:
McGill Smith Punshon
3700 Park 42 Drive, Suite 190B
Cincinnati, Ohio 45241
513-759-0004

Civil Engineer for the Project:
Burgess and Niple, Inc.
312 Plum Street, 12th Floor
Cincinnati, Ohio 45202
513- 579-0042

Construction Manager for the Project:
Messer Construction Co. / MBJ Consultants Inc.
643 West Court Street
Cincinnati, Ohio 45203
513-242-1541

Bidding Documents may be examined at:

Allied Construction Industries
3 Kovac Drive
Cincinnati, Ohio 45215
513-221-8020

Hamilton Co. Purchasing
www.Hamilton-Co.org
See Auctions/Bid/Vendors
Select Bids/RFPs/RFQs or or www.bidsync.com

Cincinnati Minority Contractors
3 Kovac Drive
Cincinnati, Ohio 45215
513-631-7666

McGraw Hill Construction Dodge
7265 Kenwood Rd., Suite 200
Cincinnati, Ohio 45236
513-345-8200

South Central Ohio Minority
Business Council
441 Vine Street Suite 300
Cincinnati, Ohio 45202
513-579-3104

Greater Cincinnati Northern Kentucky
African American Chamber of Commerce
2945 Gilbert Avenue
Cincinnati, Ohio 45206
513-751-9900

Reed Construction Data
www.reedconstructiondata.com

Bidding Documents will also be available on SCAN, a subscription microfilm service of Dodge/McGraw-Hill

Information Systems.
Starting **May 1, 2019** prime bidders and bidders other than prime bidders may purchase Plans, Specifications, and Proposal Forms at ARC Reprographics, 7157 E. Kemper Road, Cincinnati, Ohio 45241 (513) 326-2300) or Cincinnati.digital@e-arc.com.

All Prime Bidders MUST register with Hamilton County Purchasing for this project through BidSync or hamcopurchasingquotes@hamilton-co.org in order to receive addenda or other communications to bidders. When purchasing Bidding Documents, prime bidders shall identify themselves as legitimate prime bidders by means of company stationary or business cards. Documents will not be issued on a deposit basis, and will not be available for purchase from the Engineer or Hamilton County. Prime bidders are cautioned that addenda will be sent to all bidders who have registered. The Engineer, the Construction Manager, Development Manager and Hamilton County will not be responsible for sending addenda to prime bidders who have not registered.

As bid security, Bidders shall submit with their bid a Bid Guaranty in the form of either (1) a combined Guaranty and Contract Bond, or (2) a certified check, cashier's check drawn on a solvent bank, or an irrevocable letter of credit. If a Bid Guaranty and Contract Bond is submitted with the Bid, it shall be for the full amount of Bidder's bid, including alternates. If a certified check, cashier's check or irrevocable letter of credit shall be in the amount of 10% of the bid amount including Base Bid and Alternates. If a certified check, cashier's check drawn on a solvent bank, or an irrevocable letter of credit is submitted, it shall be payable to the Board of County Commissioners of Hamilton County, Ohio, the City of Cincinnati, Ohio, the Ohio Department of Transportation, and Messer Construction Co. The Bid Guaranty, in either form, must be in strict compliance with Section 153.54 of the Ohio Revised Code, and also Sections 153.57 or 153.571, as applicable. The Board of County Commissioners of Hamilton County, Ohio, the City of Cincinnati, Ohio, AND the Ohio Department of Transportation (ODOT), shall be named as obligees on the Bid Guaranty and Contract Bond.

A successful bidder submitting a certified check, cashier's check or irrevocable letter of credit as bid security shall be required to furnish and pay for a Contract Bond in accordance with Ohio Revised Code Section 153.57 and the Instructions to Bidders. The Contract Bond must be the amount of 100% of the successful bidder's Contract amount. The Board of County Commissioners of Hamilton County, Ohio, the City of Cincinnati, Ohio, the Ohio Department of Transportation, and Messer Construction Co. shall be named as Obligees on the Contract Bond.

In accordance with Article 153.12 of the Ohio Revised Code the following is the estimate of cost of the Work as provided by the Construction Manager.

The Banks – VMS Phase 2

Total Construction Budget $4,945,048.95

Bidders **need to be ODOT** (PID 104409) **Prequalified** for the appropriate work type at the time of bidding, award, and throughout the life of the construction contract.

Bidders shall comply with the prevailing wages.

Bidders shall comply with Ohio Revised Code Section 153.59 to ensure that in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any and all employees and applicants for employment. In addition, Bidders shall comply with equal employment opportunity (EEO) requirements not to discriminate

and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract.

The Board of County Commissioners of Hamilton County, Ohio reserves the right to reject any or all bids, to waive any irregularities or informalities in bidding, and to withhold final awarding of the contract for sixty (60) days after the opening of bids.

THE BOARD OF COUNTY COMMISSIONERS

Denise Driehaus, President
Stephanie Summerow Dumas, Vice President
Todd Portune

Jeffrey Aluotto, County Administrator

THE BANKS PROJECT

INFRASTRUCTURE DEVELOPMENT

HAM-BANKS Variable Message Signs (VMS) Phase 2

LPA AGREEMENT BETWEEN
ODOT AND HAMILTON COUNTY, OHIO

ITB# 031-19

PID 104409

DBE Goal: 5%

May 1, 2019

FOR THE BOARD OF COMMISSIONERS OF
HAMILTON COUNTY, OHIO

The Banks Project Public Partners Construction Manager

Messer Construction Co.

TEC Engineering, Inc.: Engineer

SECTION 000110

PROJECT MANUAL INDEX

Introductory Pages

Section	000101	Cover Page
	000110	Project Manual Index
	000115	Drawing Index
	000125	Project Directory

Bidding Requirements, Contract Forms, and Conditions of the Contract

Section	001000	Bid Submission Documents
	001000.1	Advertisement for Bids (Legal Notice)
	001000.2	Instructions to Bidders – AIA A701
	001000.3	Additional Bid Conditions
	001000.4	Bid Form
	001000.5	Bid Guaranty and Contract Bond
	001000.6	Certificate of Compliance, Ohio Department of Insurance
	001000.7	Non-Collusion Affidavit of Contractor
	001000.8	Bidder's Certification Concerning Equal Employment Opportunity Requirements
	001000.9	Personal Property Tax Statement
	001000.10	Subcontractor and Material Supplier List
	001000.11	The Banks Project SBE Program Summary
	001000.12	Subcontractor Utilization Plan – (Form 2003) & ODOT Electronic DBE Utilization Plan must be completed prior to bid submission https://odot.formstack.com/forms/dbe_copy
	001000.13	Statement of Good Faith Efforts (Form 2007)
	001000.14	Outreach/Good Faith Summary Sheet (Form – 2007a)
	001000.15	Warranty Against an Unresolved Finding For Recovery
	001000.16	Not Used
	001000.17	Responsible Bidder Certification
	001000.18	Tax Statement Sheet
	001000.19	Not Used
	001000.20	Not Used
	001000.21	Certified Check Form
	001000.22	Registration Form
	001000.23	Prevailing Wages (See Appendix A)
	005000	Agreement Form (AIA A132/Cma-2009, as amended and modified)
	006100	Contract Bond
	006150	Escrow Agreement
	007200	Gen. Conditions (AIA A232/Cma-2009, as amended and modified)
	008100	Project Safety Program
	008260	Joint policy for Small Business Enterprises, Economic Inclusion, and Workforce Development
	008270	Responsible Bidders Requirements

009000 Contract Forms

Division 01 – General Conditions

Section ODOT's LPA (Federal Bid Doc) Template to the Index

011100 Summary of Work
012200 Unit Prices and Allowances
012513 Product Substitution Procedures
013100 Project Coordination
013216 Construction Schedule
013220 Project Meetings
013300 Submittals
013323 Shop Drawings, Project Data, and Samples
014000 Quality Requirements
014216 Definitions, Standards, and Regulatory Requirements
015000 Construction Facilities and temporary Controls
017329 Cutting and Patching
017419 Construction Waste Management and Disposal
017700 Closeout Procedures and Submittals
017880 Manpower Utilization Forms

Appendix A – Prevailing Wages Rates

END OF SECTION

Section 000115

List of Drawing Sheets

Part 1 – General

A. The drawings listed below accompanying this specification, in addition to the Ohio Department of Transportation standard construction drawings and supplemental specifications listed on Sheet 1 (GT001), form a part of the Contract.

SECTION	TITLE	DRAWING NO. OF 30
	GENERAL	
GT001	TITLE SHEET, DRAWING INDEX, ODOT STANDARDS, PROJECT DESCRIPTION	1
GB001	PROJECT CONTROL POINTS	2
	NOTES	
TN001	GENERAL NOTES	3
TN002	GENERAL NOTES	4
TN003	GENERAL NOTES	5
TN004	GENERAL NOTES	6
TN005	GENERAL NOTES	7
TN006	GENERAL NOTES	8
	SUMMARY	
TG001	GENERAL SUMMARY 1	9
TG002	GENERAL SUMMARY 2	10
	DYNAMIC MESSAGE SIGN PLANS	
TP001	2ND STREET DMS PLAN	11
TP002	THIRD STREET DMS PLAN	12
TP003	US 50 EB DMS PLAN 1	13
TP004	US 50 EB DMS PLAN 2	14
TP005	US 50 WB DMS PLAN	15
	DYNAMIC MESSAGE SIGN DETAILS	
TD001	2ND STREET STRUCTURAL PIER FOUNDATION DETAILS	16
TD002	US 50 EB STRUCTURAL CONDUIT ATTACHMENT DETAILS	17
TE001	DMS ELEVATION VIEWS	18
	PARKING MANAGEMENT AND PARKING VARIABLE MESSAGE SIGN PLANS	
TP006	PARKING MANAGEMENT SYSTEM SCHEMATIC	19
TP007	PARKING VMS PLAN 1	20
TP008	PARKING VMS PLAN 2	21
TP009	PARKING VMS PLAN 3	22
TP010	PARKING VMS PLAN 4	23

TP011	PARKING VMS PLAN 5	24
TP012	PARKING VMS PLAN 6	25
	PARKING MANAGEMENT VARIABLE MESSAGE SIGN ELEVATION VIEWS	
TE002	PARKING VMS ELEVATION VIEWS 1	26
TE003	PARKING VMS ELEVATION VIEWS 2	27
TE004	PARKING VMS ELEVATION VIEWS 3	28
TE005	PARKING VMS ELEVATION VIEWS 4	29
TE006	PARKING VMS ELEVATION VIEWS 5	30

SECTION 000125

PROJECT DIRECTORY

Owner - Garage
Board of County Commissioners of Hamilton County, Ohio
County Administration Building, Room 603
138 East Court Street
Cincinnati, Ohio 45202

Owner – City Right of Way & Public Utilities
City of Cincinnati
801 Plum Street
Cincinnati, Ohio 45202

Construction Manager – Home Office
Messer Construction Company/MBJ Consultants Inc.
643 West Court Street
Cincinnati, Ohio 45203
Phone 513-242-1541

Architect/Structural Engineer
TEC Engineering, Inc.
7288 Central Parke BLVD
Mason, Ohio 45040
Phone 513-771-8828

END OF SECTION

Document 001000.2

Instructions to Bidders

Part 1 General

1.1 SUMMARY

A. AIA Document A701, Instructions to Bidders, 1997 Edition, Articles 1 through 9, as amended and modified ids a part of the Bidding Documents. A copy of this document is attached.

Instructions to Bidders

AIA Document A701 – 1997
1997 Edition – Electronic Format

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

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TABLE OF ARTICLES

1. DEFINITIONS

2. BIDDER'S REPRESENTATIONS

3. BIDDING DOCUMENTS

4. BIDDING PROCEDURES

5. CONSIDERATION OF BIDS

6. POST-BID INFORMATION

7. PERFORMANCE BOND AND PAYMENT BOND

8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9. ADDITIONAL REQUIREMENTS

AMENDED AND MODIFIED
FORM OF INSTRUCTIONS TO BIDDERS

Revised Form Indicates
Changes From Standard
AIA Document A701 – 1997
(As Amended and Modified)

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User Notes:

INSTRUCTIONS TO BIDDERS

ARTICLE I DEFINITIONS

1.1 Bidding Documents include the Bidding Requirements and the Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidder, the bid form and other sample bidding and contract forms. The Contract Documents consist of the form of agreement between the Owner and Contractor specified in Paragraph 8.1 hereof, the General Conditions, the Drawings and Specifications, and all amendments, modifications and addenda to any of the foregoing. If any of these rules, regulations and Specifications conflict with each other or any clauses of this Contract.

1.2 Definitions set forth in the General Conditions and in other Contract Documents are applicable to the Bidding Documents.

1.3 As used herein, "Addendum" or "Addenda" are written or graphic instruments issued by the Engineer or Construction Manager prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents. The word “proposal” is used interchangeably with the word “bid”.

1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

1.10 The term “Median Bid” shall be interpreted as the Bid where an equal number of all other Bids are higher and lower than said Bid. In the event of an even number of Bids, the “Median Bid” shall be the average of the two Bids where an equal number of all other Bids are higher and lower than the two said Bids.

ARTICLE 2 BIDDER'S REPRESENTATIONS

2.1 The Bidder, by making a Bid, represents that:

2.1.1 The Bidder has read and understands the Bidding Documents and the Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

2.1.2 The Bid is made in compliance with the Bidding Documents.

2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

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User Notes: **(859982955)**

2.1.3.1 A pre-bid meeting will be held as noted in the Advertisement for Bids. All Bidders are strongly urged to attend the pre-bid meeting, but attendance is not a mandatory prerequisite to bidding. However all Bidders are required to visit the Site prior to Bid date to thoroughly familiarize themselves with existing conditions affecting the Work.

2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

2.2 BID PREPARATION COST

2.2.1 Any and all cost associated with the preparation and submittal of the bid shall be the sole responsibility of the Bidder. The Bidder must certify that the bid and pricing will remain in effect for the duration specified. All materials submitted in response to the ITB will become the property of Owner and may be returned only at Owner's option and at the Bidder's expense.

ARTICLE 3 BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Refer to the Advertisement for Bids for procedure for procurement of Bidding Documents.

3.1.2 Bidding Documents will be issued to anyone registering their interest in the process. Sub-bidders may register with the Owner.

3.1.3 Bidder shall use complete sets of Bidding Documents in preparing Bids; neither the Construction Manager, the Owner, the Development Manager nor the Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.4 The Construction Manager, Owner, Development Manager and/or Engineer may distribute copies of the Bidding Documents on the terms set forth in this Section 3.1 for the purpose of obtaining Bids on the Work. No license or right of use is conferred by such issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the various Bidding Documents, shall compare the Bidding Documents with other work being bid concurrently or presently under construction, to the extent it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall immediately report to the Construction Manager all errors, inconsistencies or ambiguities discovered.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall submit a written request to the Construction Manager and Owner at least 10 days prior to the date for receipt of Bids.

3.2.3 Interpretations corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of to Bidding Documents made in any other manner will not be binding, and Bidder shall not be entitled to rely upon them.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 Awards will be based on the lowest and best bids.

3.3.3 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

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User Notes: **(859982955)**

3.4 ADDENDA

3.4.1 Addenda will be transmitted to all parties known by the issuing office to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are maintained for inspection purposes.

3.4.3 The bid for which the award is to be made will be opened at the time and place named in the Advertisement for Bids, unless extended by the Owner or its representative or unless, within seventy two hours prior to the published time for the opening of Bids, excluding Saturdays, Sundays, and legal holidays, any modification of the Bidding documents for the Work for which Bids are solicited is issued and mailed or otherwise furnished to persons who have obtained Bidding Documents for the Work, for which the time for opening of Bids shall be extended one week, with no further advertising of Bids required. (Note: Proof of receipt of addendum by bidders shall be "fax" date/time indication if addendum is "faxed", or return receipt if addendum is sent by any other means.)

3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge such receipt in the Bid.

3.4.5 Changes by addenda:

.1 Addenda will be issued for corrections, revisions and clarifications of Contract Documents prior to bidding.

.2 Requests for corrections, revisions and clarifications of Contract Documents may be considered by Engineer and Construction Manager prior to bid date, and if acceptable to Engineer and Construction Manager, may be included in addenda. Bidders are required to submit requests for corrections, revisions and clarifications of Contract Documents to Construction Manager and Owner in writing so as to be received by Construction Manager not less than 10 days prior to bid date to permit Construction Manager and Engineer adequate time for consideration of request.

ARTICLE 4 BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

4.1.2 All applicable blanks on all bid forms shall be legibly executed in a non-erasable print medium.

4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change." Failure to bid an Alternate shall be cause for rejection of entire Bid only if said Alternate is accepted by Owner.

4.1.6 Bidders may bid on more than one Bid item. Bidders submitting Bids on several Bid items are requested to submit each separate Bid item in a separate envelope in order to expedite the Bid opening and recording process.

4.1.7 Each copy of the Bid shall state the legal name of the Bidder, and, if the Bidder is an entity, the type of entity and state of organization of the Bidder. The Bidder shall provide evidence of legal authority to perform work within the jurisdiction of the Work. Each copy of the Bid shall be signed by the person or persons

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User Notes: **(859982955)**

legally authorized to bind the Bidder to a contract. A Bid submitted by an authorized agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.1.8 Bidders shall fill in where indicated on Bid Form names of manufacturers on which Bidder's bid was based. Failure to list manufacturer shall be cause for rejection of Bidder's Bid.

4.2 BID SECURITY

4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required in Article 9.4 herein. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will furnish bonds guaranteeing the Bidder's faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

4.2.2 Form of Bid security shall be as described in Article 9.4.

4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until the later of (a) execution of the Contract and furnishing of satisfactory payment and performance bonds by Bidder, (b) the expiration of the time period permitted for withdrawal of Bids and (c) rejection of all Bids by Owner.

4.3 SUBMISSION OF BIDS

4.3.1 All copies of the Bid, the bid security and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.2 All Bids are to be delivered to the location designated in the Bidding Documents prior to the time and date specified in the Bidding Documents for receipt of Bids. Bids received late will be returned unopened.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted Bids will not be considered.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 Except as provided in Article 5.2.1, a Bid may not be modified, withdrawn or canceled by the Bidder at any time after the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing and signed by the Bidder. Each such notice shall be date- and time-stamped by the receiving party when received to acknowledge receipt thereof. Any modification of the Bid shall be worded so as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in conformance with the requirements of the Bid Documents.

4.4.4 Bid security shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

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At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, all Bids which comply with the requirements of the Bidding Documents will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by the required bid security or by other data required by the Bidding Documents as determined by the Owner shall be rejected. A Bid which is in any way irregular, but which otherwise conforms to the requirements of the Bidding Documents, is subject to rejection as determined by the Owner.

5.2.1 Errors in Bids:

.1 In the event that a Bidder's Bid is substantially lower than the other Bids for the same work, and the Bidder wishes to withdraw its Bid, and the Bid was submitted in good faith, and the reason for the Bid amount being substantially lower was a clerical error as opposed to a judgment error, and was actually due to an unintentional and substantial arithmetic error, or an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the Bid, the Bidder shall submit to the Construction Manager and Owner in writing, within two business days (48 business-day hours) after the time of Bid opening stated in the Bidding Documents a written request for consideration of withdrawal of its Bid.

.2 After due consideration of the bidding error, the Owner may, at his discretion, permit withdrawal of the Bid.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 Unless Owner rejects all Bids, Contracts will be awarded as soon as practicable after opening of Bids. In determining lowest and best Bidder, the following elements and factors will be considered in addition to Bid amount:

.1 Bidder's performance on publicly funded projects.

.2 Bidder has adequate equipment and facilities to perform the Work properly and expeditiously.

.3 Bidder has suitable financial status to meet obligations incident to the Work.

.4 Bidder's satisfactory compliance with the requirements set forth in the Joint Policy located in Section 008260 of the Project Manual.

.5 Bidder's satisfactory compliance with the requirements set forth in the Responsible Bidder Requirements Applicable to Public Contracts.

.6 Bidder has appropriate technical experience in projects of similar scope and conditions.

.7 Bidder can complete the Work in timely and expeditious manner.

.8 Bidder's satisfactory compliance with the requirements set forth in Article 7 herein.

.9 Bidder's satisfactory completion and submission of the Bid Submission Documents outlined in Article 9.2.

Owner reserves unrestricted privilege to reject any, part of any, or all of Bids received and to waive any informalities in bidding.

5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest and best Bid on the basis of the sum of the base Bid and Alternates accepted.

.1 Owner reserves unrestricted privilege to reject any, part of any, or all of bids received and to waive any informalities in bidding.

5.3.3 No Contract will be awarded if the low Bidder for that Contract is more than 15% below the Median Bid (as defined in 1.10 herein) unless, the following procedure is followed:

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.1 Construction Manager and Engineer will hold interview with the Bidder to determine what, if anything, has been overlooked in the Bid in question, and to analyze the process envisioned by the Bidder to complete the Contract.

.2 The financial status of the Bidder and its Surety shall be examined, based upon certified financial statements submitted by each to the Construction Manager.

.3 Written confirmation by the Surety shall be submitted to the Construction Manager that it has reviewed the Bid in question and finds it to be in compliance with Contract Documents.

.4 Bidders may be required to furnish satisfactory evidence of their experience and ability to execute work of like character, scope and size to that of the Work.

.5 The record of the Bidder in performing other publicly funded projects in the past will be considered.

.6 If after review and consideration, the acceptance of the lowest Bid is not in the best interest of the Owner may accept another Bid so opened or reject all Bids and advertise for other Bids.

5.3.4 Owner reserves unrestricted privilege to reject any, part of any, or all of bids received and to waive any informalities in bidding.

5.3.5 No Bid nor any obligation hereunder to be assumed by the Owner, shall be considered as accepted until such time as the Owner, or Owner's representative, may deposit in U.S. Mail, or hand to Bidder personally, written notice addressed to Bidder at address given on Bid of acceptance of Bid."

ARTICLE 6 POST-BID INFORMATION

6.1 POST-BID/PRE-AWARD MEETING

6.1.1 Bidder shall be required to attend a post-bid, pre-award meeting with the Construction Manager, Engineer and Development Manager, as described in Section 9.3.

6.2 SUBMITTALS

6.2.1 The Bidder will be required to establish to the satisfaction of the Engineer and Construction Manager the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

6.2.2 Persons and entities proposed by the Bidder and to whom neither the Construction Manager nor the Engineer have made reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Construction Manager and Engineer.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 The Bidder shall furnish bonds in compliance with Article 9.4 herein, covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

7.1.2 The cost of Bidder's Bid Guarantee and Contract Bond shall be included in the Bid.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

8.1 Successful Bidder shall promptly enter into Contract with the Owner. Contract Form shall be "Standard Form of Agreement Between Owner and Construction Manager," AIA Document A132, as modified by Owner and included in the Project Manual.

8.2 Owner will issue a Notice to Proceed for each Trade Contract.

ARTICLE 9 ADDITIONAL REQUIREMENTS

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9.1 Number of copies of Bid: Each Bidder shall submit an original and four (4) copies of the Bid.

9.2 Required attachments to Bid: The following attachments completed and signed as required shall be submitted with each copy of the Bid (the "Bid Submission Documents"):

.1 Bid Form.
.2 Bid Guaranty and Contract Bond or certified check, cashier's check drawn on a solvent bank or irrevocable letter of credit as set forth in Article 9.4 herein.
.3 For Bid Guaranty and Contract Bond, submit Certificate from the State of Ohio Department of Insurance demonstrating that bonding agent is licensed to do business in the State of Ohio. (Refer to sample form bound into Project Manual.)
.4 For Bid Guaranty and Contract Bond, submit credentials showing proper power of attorney for the attorney-of-fact of the Surety.
.5 Non-Collusion Affidavit of Bidder.
.6 Personal Property Tax Statement.
.7 Subcontractor and Material Supplier List.
.8 Warranty Against Unresolved Findings for Recovery.
.9 Bidder's Certification Concerning Equal Employment Opportunity Requirements.
.10 Disadvantaged Business Enterprise Program (DBE) Summary and Bidder's Covenant of
.11 Non-Discrimination and DBE Goal Commitment
Bidder's Responsible Bidder Certification.
.12 County Registration Form.

9.3 Execution of Contract: Subsequent to and within seven calendar days of pre-award meeting by Construction Manager, the successful Bidders shall return signed Contracts and required submittals to Construction Manager.

9.4 Bid Guaranty and Contract Bond

.1 Each Bidder shall submit with their bid a Bid Guaranty in the form of either (a) combined Guaranty and Contract Bond, or (2) a certified check, cashier's check drawn on a solvent bank, or an irrevocable letter of credit. If a Bid Guaranty and Contract Bond is submitted with the bid, it shall be for the full amount of the Bidder's base bid, including any alternates. If a certified check, cashier's check or irrevocable letter of credit is submitted, it shall be in the amount of 10% of the bid amount including Base Bid and Alternates. If a certified check, cashier's check or irrevocable letter of credit is submitted, it shall be payable to the Board of County Commissioners of Hamilton County Ohio and the City of Cincinnati, Ohio. The Bid Guaranty, in either form, must be in strict compliance with section 153.54 of the Ohio Revised Code, and also Sections 153.57 or 153.571, as applicable. The Board of County Commissioners of Hamilton County, Ohio and the City of Cincinnati, Ohio and Messer Construction Co. and the Ohio Department of Transportation (ODOT) shall be named as Obligees on the Bid Guaranty and Contract Bond. No other form of bond is acceptable for use as a bid guaranty.

.2 If the Bid Guaranty and Contract Bond is submitted, the requirements of Section 3905.41 of the Ohio Revised Code may be applicable to require the Bid Guaranty and Contract Bond to be countersigned by an Ohio resident agent. It is the duty of the Bidder to determine the applicability of Section 3905.41. NONCOMPLIANCE WITH SECTION 3905.41 WILL CAUSE THE BIDDER'S BID TO BE REJECTED.

.3 The Board of County Commissioners of Hamilton County, Ohio and the City of Cincinnati, Ohio and Messer Construction Co. and the Ohio Department of Transportation (ODOT) shall be named as Obligees on the Bid Guaranty and Contract Bond.

.4 Bid Guaranty and Contract Bond shall be supported by credentials showing the power of attorney for the attorney-of-fact of the bonding agent.

If the Bid Guaranty and Contract Bond penal sum is left blank by the Bidder, the penal sum of Bid Guaranty and Contract Bond will be the full amount of the Bidder's Base Bid (plus accepted Alternates for Bid Packages that include Alternates). If completed, the

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penal sum amount shall be not less than the full amount of the Bidder's Bid and all accepted Alternates stated in dollars and cents. A percentage amount in the Bid Guaranty and Contract Bond is NOT acceptable and shall be rejected.

.5 Bid Guaranties will be returned to all unsuccessful Bidders immediately after Contract is executed.

.6 The certified check, cashier's check drawn on a solvent bank or irrevocable letter of credit will be returned to the successful Bidder upon filing of the bond required in Division (C), Section 153.54 of the Ohio Revised Code.

.7 For successful Bidders who have submitted the Bid Guaranty and Contract Bond as bid guaranty, the Contract Bond is the Bid Guaranty and Contract Bond; no other form of Contract Bond is required. For successful Bidders who have submitted a certified check, cashier's check drawn on a solvent bank or irrevocable letter of credit as bid guaranty in compliance with this Article 9.4, the Contract Bond shall be the Contract Bond set forth in Section 006100 of this Project Manual in compliance with Ohio Revised Code Sections 153.54(C) and 153.57. The Contract Bond shall be fully executed and supported by credentials showing the power of attorney for the attorney-of-fact of the bonding agent. Costs of bonds shall be included in all bids.

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1/10/2012 - Cincinnati 744552.V3

DOCUMENT 001000.3
ADDITIONAL BID CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

A. The contracting practices used for this project shall conform to the Joint Policy for Disadvantaged Business Enterprise, Economic Inclusion and Workforce Development for the Banks Project (the "Joint Policy").

B. The following documents contain additional bid conditions and are supplemental to and an integral part of the "Instructions to Bidders":

1. Special Provision – Joint Policy for Small Business Enterprise, Economic Inclusion and Workforce Development for the Banks Project

2. Special Provision – Responsible Bidder Requirements Applicable to Public Contracts

3. SBE Forms, 2003, 2007, and 2007-a are to be submitted with bid.

4. The Contractor's Non-discrimination Policy also must be submitted with bid.

C. Disadvantaged Business Enterprise ("DBE") Participation Goal: Hamilton County and the City of Cincinnati ("Public Parties"), in conjunction with the project's Construction Manager, will establish DBE participation goals for project contracts in accordance with the Joint Policy. The goal related to each contract may differ from the goals of other contracts because of the availability of DBEs or other factors. The Public Parties encourage the participation of DBEs, directly and indirectly, in contracts and procurements related to the Banks Project. Contractors awarded such contracts are encouraged to engage or use DBEs as subcontractors and/or suppliers.

The DBE participation goal for each contract of this bid package is listed below and is expressed in terms of a percentage of the total dollar value of such contract.

DBE Goal—5% of Construction Cost.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

BID FORM

ACKNOWLEDGMENT OF BIDDER:

Submitted by: _____
(enter company name here)

TO: The Board of County Commissioners, Hamilton County, Ohio
Hamilton County Purchasing Department
Room 507, County Administration Building
138 East Court Street
Cincinnati, Ohio 45202

We, the undersigned, having visited the site, carefully studied the local conditions affecting the cost of the work, and having thoroughly examined the Bidding Documents, consisting of the Instructions to Bidders, this Proposal Form, Bonding Requirements, Contract Form, General and Supplementary Conditions, Technical Specifications, Drawings, and Addenda for the Project titled:

The Banks - Phase 3B
Public Infrastructure Development – VMS Phase 2
HAM- Banks Variable Message Signs (VMS) Phase 2

prepared by TEC Engineering, Inc, 1288 Central Parks Blvd., Mason, Ohio 45040, for the Board of County Commissioners, Hamilton County, Ohio, do hereby propose to perform all work required to be performed, and to provide and furnish equipment, transportation services, and temporary installations necessary to perform and complete, in a workmanlike manner, such items of work hereinafter designated by and for the sum of money set forth for said items.

ACKNOWLEDGMENT OF ADDENDA:

The undersigned acknowledges receipt of the following Addenda to the Contract documents (indicate Addendum Number and Issue Date):

Addendum No. _____	Date: _____	Page(s): _____
Addendum No. _____	Date: _____	Page(s): _____
Addendum No. _____	Date: _____	Page(s): _____
Addendum No. _____	Date: _____	Page(s): _____
Addendum No. _____	Date: _____	Page(s): _____
Addendum No. _____	Date: _____	Page(s): _____

A. BIDDER AGREEMENTS:

The undersigned Bidder Agrees:

1. To accept the provisions of these Instruction to Bidders, General Conditions, Supplementary Conditions and Division 1 of the Specifications.
2. To provide and include a Bid Guaranty and Contract Bond as dictated in the Legal Advertisement.
3. That the amounts stated in this Proposal Form represents the entire cost of the work. The completion time stated represents the entire time for performance of the work. The amount bid includes allowances for all fees for permits, taxes and insurance required or applicable to the work. That no claims will be made for any increases in wage scales or material costs.
4. To certify that this bid is genuine not sham or collusive or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that the undersigned bidder has not in any manner sought by collusion to secure for himself and advantage over any other bidder.
5. And certifies that (we) (he) (they) (has) (have not) previously performed work subject to the President's Executive Order No. 11246.
6. That this bidder will comply with all City, State, and Federal Statutes relating to Liability Insurance, Working Hours, Minimum Wages, Safety and Sanitary Regulations, which in any way may affect those engaged or employed on the work in the event that the award of the Contract is made on the Proposal herein submitted.
7. That the bidder will comply with any new laws or acts regulating public buying procedures.
8. Refer to additional instructions for bidder registration process (See Article 9 in Supplementary Instructions to Bidders).

BID FORM STIPULATIONS:

1. The wording of this proposal shall be used throughout, without damage, alteration or addition. Any change in wording may cause it to be rejected.
2. Include all required forms.
3. Bid amounts shall be provided in both words and figures. The worded amount shall govern in the case of discrepancies or in cases of error in extending the total amount of the bid, the unit price may govern.
4. In the event that qualified bidders submit equal bids (to the penny) and are deemed the lowest and best bidders for that trade’s bid, those bidders agree to let the County award the contract to the bidder selected by the current "tied bid" procedures used by the Hamilton County Purchasing Department.

5. The Board of County Commissioners reserves the right to reject any or all bids and, unless otherwise specified by the bidder, to accept any item in the bid.

C. ALLOWANCES:

The County may after the bids are opened add an allowance to the contract at its own discretion. This allowance shall be added to the contract and so denoted in the contract in section 7.6. Any allowances added by the County shall be for incidentals associated with this project. If unused, during the project all allowance monies shall be returned to the County at the end of the project or at the County's request.

D. AWARDING:

The selection process includes but is not limited to:

1. The results of the evaluation where Hamilton County selects a bidder(s) who it determines to be the Lowest and Best Bidder(s) meeting all required specifications.
2. The Lowest and Best determination shall be based on the Base Bid first then any accepted Alternates. Accepted Alternates must not exceed the published estimate by 10% or the current Ohio Revised Code stipulation for public bidding.
3. A Base Bid must be submitted prior to bidding any Alternate bids. If a bidder does not bid all of the alternates, unit prices or options the County may still consider the proposal and judge it equally to determine which proposal is Lowest and Best and in the best interest of the County.
4. Substitutions not approved prior to the bid opening cannot be used in the determination of the Lowest and Best bid determination.
5. If Hamilton County and the bidder are unable to successfully come to terms regarding the bid and the subsequent contract, Hamilton County reserves the right to terminate contract discussions with the bidder(s) and select the next apparent low bidder.

Hamilton County reserves the right to:

1. Reject any or all bids.
2. Waive any informality in the bids.
3. Eliminate conditions or terms that are not in the best interest of Hamilton County and its residents.

E. ADDITIONAL BID REQUIREMENTS:

The Bidder is instructed to review the “Summary of Work” for information on “Time of Completion”, “Work Hours”, “Permits” and “Prime and Sub-Contractors Assignments”. The “General Conditions” and “Supplementary Conditions” for information on “Asbestos” and the “Legal Advertisement” for information on “Pre-Bid Meetings”.

F. BID PROPOSALS:

Bidder's Name: _____

Each bidder is required to fill out all entries in the proposal section. Enter "NO BID" where no bid will be entered for this proposal.

BASE BID – VMS Phase 2	
TOTAL COST	LUMP SUM
	$
(enter amount in words)	*(enter amount in numbers)*

For reference only provide a breakdown of the total prices listed in the Base Bid. This breakdown is solely a reference tool to be used by the County and shall not enter into the determination of the winning bidder for this project. The summation of the lines below should equal your total price listed above.

Base Bid Material: $_____ *(in numbers)*

Base Bid Labor: $_____ *(in numbers)*

G. <u>ALTERNATES:</u> Alternate #1 – ITS Device, Misc DMS Full Color

Alternate – VMS Phase 2	
TOTAL COST	LUMP SUM
	$
(enter amount in words)	*(enter amount in numbers)*

For reference only provide a breakdown of the total prices listed in the Base Bid. This breakdown is solely a reference tool to be used by the County and shall not enter into the determination of the winning bidder for this project. The summation of the lines below should equal your total price listed above.

Alternate Base Bid Material: $_____ *(in numbers)*

Alternate Base Bid Labor: $_____ *(in numbers)*

H. <u>UNIT PRICING:</u>

I. Completion Dates:

It is understood and agreed that all Work to be performed under this Contract shall be completed in the timeframe as specified in Section 013216 following date set forth in Notice to Proceed with Work unless an extension of time is granted by the Owner in accordance with Contract Documents.

Bidder's Name: _____

All Prime Contractors hereby acknowledge and accept all responsibilities assigned to them by the General Conditions, Supplementary General Conditions, and Division One. All fees for supervision and coordination are included in the bids.

Bids submitted by virtue of this Proposal hereby are acknowledged by the Owner to be made under the conditions that the Bidder will not be prevented, on account of strikes or other disruptions affecting source of supply, from obtaining materials necessary to carry out his contract to complete the construction covered thereby.

It is understood and agreed by the undersigned that the Owner reserves the right to reject any and all bids.

It is agreed that this Proposal shall be irrevocable for a period of Sixty (60) days after receipt of same by the Owner at the Day and Place set forth in the "Legal Advertisement".

[ ] We have read and agree to the terms listed above.
(check here)

Firm Name: _____

( ) Corporation ( ) Partnership ( ) Sole Proprietorship *(check one)*

Authorized Offerror *(print name):* _____

Authorized Signature *(sign name):* _____

Title: _____

Official Address: _____

_____

_____

E-mail Address: _____

Telephone Number: _____

VARIABLE MESSAGE SIGNAGE PHASE II/III Bid Form

SCOPE
For furnishing all the materials, labor and equipment and performing all work necessary for The Banks Variable Message Sign Phases II & III.

QUANTITIES
Quantities indicated are approximate for the contract period and shall establish the amount required for the bid.
The estimated quantities indicated will be used solely for the purpose of making a tabulation of the bids.
Where LUMP SUM (LS) is indicated, insert the complete price for Labor and for Materials for performing all work under the Item.
Where UNITS are shown, insert the price PER UNIT for Labor and for Materials.

ITEM	ITEM NO.	DESCRIPTION	QUANTITY	UNIT		LABOR		MATERIALS			TOTAL
1	103	Contract Bond	1	LS		/	Lump		/	Lump	
2	614	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	100	HOUR		/	Lump		/	Lump	
3	622	PORTABLE BARRIER, 32", AS PER PLAN	500	FT		/	FT		/	FT	
4	614	BARRIER REFLECTOR, TYPE 1	12	EACH		/	Each		/	Each	
5	614	OBJECT MARKER, ONE WAY	12	EACH		/	Each		/	Each	
6	614	WORK ZONE IMPACT ATTENUATOR (UNIDIRECTIONAL)	2	EACH		/	EACH		/	EACH	
7	201	CLEARING AND GRUBBING, AS PER PLAN	1	LS		/	LS		/	LS	
8	202	REMOVAL MISC.:PARKING LOT SIGN SUPPORT, FOR STORAGE	1	EACH		/	EACH		/	EACH	
9	606	GUARDRAIL, TYPE MGS	70	FT		/	FT		/	FT	
10	606	ANCHOR ASSEMBLY, MGS TYPE E	1	EACH		/	EACH		/	EACH	
11	606	ANCHOR ASSEMBLY, MGS TYPE T	1	EACH		/	EACH		/	EACH	
12	608	5" CONCRETE WALK	495	SF		/	SF		/	SF	
13	609	6" CONCRETE TRAFFIC ISLAND	14	SY		/	SY		/	SY	
14	659	SEEDING AND MULCHING, CLASS 2, AS PER PLAN	945	SY		/	SY		/	SY	
15	625	CONNECTION, FUSED PULL APART	6	EACH		/	EACH		/	EACH	
16	625	CONNECTION, UNFUSED PULL APART	12	EACH		/	EACH		/	EACH	
17	625	DISTRIBUTION CABLE, MISC.: NO. 1/0 AWG, 600 VOLT	1,170	FT		/	FT		/	FT	
18	625	NO. 2 AWG 600 VOLT DISTRIBUTION CABLE	1,100	FT		/	FT		/	FT	
19	625	NO. 10 AWG POLE AND BRACKET CABLE	430	FT		/	FT		/	FT	
20	625	CONDUIT, 1", 725.04, AS PER PLAN	800	FT		/	FT		/	FT	
21	625	CONDUIT, 1-1/2", 725.04	345	FT		/	FT		/	FT	
22	625	CONDUIT, 2", 725.04	260	FT		/	FT		/	FT	

ITEM	ITEM NO.	DESCRIPTION	QUANTITY	UNIT		LABOR		MATERIALS			TOTAL
23	625	CONDUIT, MISC.: 4" RIGID METAL, MULTICELL, AS PER PLAN	1,550	FT		/	FT		/	FT	
24	625	CONDUIT, 2", 725.052	145	FT		/	FT		/	FT	
25	625	CONDUIT, 3", 725.04	170	FT		/	FT		/	FT	
26	625	CONDUIT, 3", 725.052	120	FT		/	FT		/	FT	
27	625	CONDUIT, CONCRETE ENCASED, 2", 725.052	205	FT		/	FT		/	FT	
28	625	CONDUIT, JACKED OR DRILLED, 725.052, 4"	80	FT		/	FT		/	FT	
29	625	CONDUIT, JACKED OR DRILLED, 725.04, 3"	360	FT		/	FT		/	FT	
30	625	CONDUIT, 4", MULTICELL, 725.20 , EPC-40	900	FT		/	FT		/	FT	
31	625	CONDUIT, 4", MULTICELL, 725.20 , EPC-80, JACKED OR DRILLED	260	FT		/	FT		/	FT	
32	625	TRENCH, 30" DEEP	850	FT		/	FT		/	FT	
33	625	TRENCH IN PAVED AREA, TYPE B	1,173	FT		/	FT		/	FT	
34	625	JUNCTION BOX, AS PER PLAN	16	EACH		/	EACH		/	EACH	
35	625	STRUCTURE JUNCTION BOX, AS PER PLAN	4	EACH		/	EACH		/	EACH	
36	625	PULL BOX, 725.08, 18"	19	EACH		/	EACH		/	EACH	
37	625	PULL BOX, 725.08, 32"	8	EACH		/	EACH		/	EACH	
38	625	PULL BOX, 725.08, 24"	9	EACH		/	EACH		/	EACH	
39	625	PULL BOX, MISC.: REUSE EXISTING PULL BOX	1	EACH		/	EACH		/	EACH	
40	625	POWER SERVICE, AS PER PLAN, POLE MOUNTED (A)	2	EACH		/	EACH		/	EACH	
41	625	POWER SERVICE, AS PER PLAN, POLE MOUNTED (B)	1	EACH		/	EACH		/	EACH	
42	625	POWER SERVICE, AS PER PLAN, GROUND MOUNTED (A)	1	EACH		/	EACH		/	EACH	
43	625	POWER SERVICE, AS PER PLAN, GROUND MOUNTED (B)	5	EACH		/	EACH		/	EACH	
44	631	DISCONNECT SWITCH, 100 AMP	1	EACH		/	EACH		/	EACH	
45	630	OVERHEAD SIGN SUPPORT, DMS PEDESTAL, AS PER PLAN	2	EACH		/	EACH		/	EACH	
46	630	OVERHEAD SIGN SUPPORT, DMS TRUSS, 80', AS PER PLAN	1	EACH		/	EACH		/	EACH	
47	630	OVERHEAD SIGN SUPPORT, DMS TRUSS, 115', AS PER PLAN	1	EACH		/	EACH		/	EACH	
48	630	CATWALK, DMS PEDESTAL, AS PER PLAN	2	EACH		/	EACH		/	EACH	
49	630	CATWALK, DMS TRUSS, AS PER PLAN	2	EACH			EACH		/	EACH	
50	630	OVERHEAD SIGN SUPPORT FOUNDATION, DMS PEDESTAL	2	EACH		/	EACH		/	EACH	

ITEM	ITEM NO.	DESCRIPTION	QUANTITY	UNIT		LABOR		MATERIALS			TOTAL
51	630	OVERHEAD SIGN SUPPORT FOUNDATION, DMS TRUSS	1	EACH		/	EACH		/	EACH	
52	630	OVERHEAD SIGN SUPPORT, MISC.:FOUNDATION, DMS TRUSS, AS PER PLAN	2	EACH		/	EACH		/	EACH	
53	630	OVERHEAD SIGN SUPPORT, MISC.: CONCRETE BARRIER MEDIAN OVERHEAD SIGN SUPPORT FOUNDATION, DMS TRUSS, AS PER PLAN	1	EACH		/	EACH		/	EACH	
54						/			/		
55	632	POWER CABLE, 2 CONDUCTOR, NO. 10 AWG	1060	FT		/	FT		/	FT	
56	632	POWER CABLE, 1 CONDUCTOR, NO. 6 AWG	3190	FT		/	FT		/	FT	
57						/			/		
58	633	CABINET FOUNDATION	4	EACH		/	EACH		/	EACH	
59	633	CONTROLLER WORK PAD	4	EACH			EACH		/	EACH	
60	625	GROUND ROD	31	EACH		/	EACH		/	EACH	
61	804	FIBER OPTIC CABLE, 24 FIBER	2920	FT		/	FT		/	FT	
62	804	FIBER TERMINATION PANEL, 24 FIBER	3	EACH		/	EACH		/	EACH	
63	804	SPLICE ENCLOSURE, IN-LINE	3	EACH		/	EACH		/	EACH	
64	809	ETHERNET CABLE, OUTDOOR-RATED, CAT5E	600	FT		/	FT		/	FT	
65	809	DYNAMIC MESSAGE SIGN (DMS), FULL-SIZE WALK-IN	3	EACH		/	EACH		/	EACH	
66	809	ITS DEVICE, MISC.:OVERHEAD SIGN ARRAY, AS PER PLAN	1	EACH		/	EACH		/	EACH	
67	809	ITS CABINET - GROUND MOUNTED	4	EACH		/	EACH		/	EACH	
68	809	ITS DEVICE, MISC.:: PARKING MANAGEMENT SYSTEM	1	EACH		/	EACH		/	EACH	
69	809	ITS DEVICE, MISC.: SYSTEM INTEGRATION	1	EACH			EACH		/	EACH	
70	809	ITS DEVICE, MISC.: POST-MOUNTED PARKING VMS, AS PER PLAN	19	EACH		/	EACH		/	EACH	
71	809	ITS DEVICE, MISC.: FLUSH STRUCTURE-MOUNTED PARKING VMS, AS PER PLAN	5	EACH		/	EACH		/	EACH	
72	809	ITS DEVICE, MISC.: PERPENDICULAR, UNIDIRECTIONAL STRUCTURE-MOUNTED PARKING VMS, AS PER PLAN	1	EACH		/	EACH		/	EACH	
73	809	ITS DEVICE, MISC.: PERPENDICULAR, BIIDIRECTIONAL STRUCTURE-MOUNTED PARKING VMS, AS PER PLAN	8	EACH		/	EACH		/	EACH	
74	809	ITS DEVICE, MISC.: STRUCTURE-MOUNT, SPACE AVAILABILITY INSERT SIGN, AS PER PLAN	2	EACH		/	EACH		/	EACH	
75		INCIDENTALS				/			/		
76	624	MOBILIZATION	LS	LS		/	LS		/	LS	
77	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LS	LS		/	LS		/	LS	
78	614	MAINTAINING TRAFFIC	LS	LS		/	LS		/	LS	
79	109.51	Contract Contingency	1	LS			LS		/	LS	$440,000
										Base Bid Total	
80	809	ITS DEVICE, MISC.:DMS FULL-COLOR (ALTERNATE)	3	EACH		/	EACH		/	EACH	

Alternate Bid Total

Bid Submission Documents
Complete & Submit With Bid

DOCUMENT 001000.5
BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 OHIO REVISED CODE)

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned

_____
(Name and Address)

as Principal and _____
(Name of Surety)
as Surety, are hereby held and firmly bound unto the Board of County Commissioners of Hamilton County, Ohio and the City of Cincinnati, Ohio as Obligees and the Ohio Department of Transportation (ODOT) and Messer Construction Co., in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on

_____

to undertake the project known as:_____

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of

_____ dollars ($_____).

(If the above line is left blank, the penal sum will be the full amount of the Principal's Bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

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

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Board of County Commissioners of Hamilton County, Ohio and the City of Cincinnati, Ohio against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims

of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall
remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

The Surety shall not be liable to the Primary Obligee, the Additional Obligees, or any of them, unless the Primary Obligee, the Additional Obligees, or any of them shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract to the Surety) strictly in accordance with the terms of said Contract as to payments and shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth; and

PROVIDED, FURTHER that the aggregate liability of the Surety under said Bond to any or all of the Obligees, as their interests may appear, is limited to the penal sum of said Bond, and that the Additional Obligees' rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee, and that the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee under said Contract.

SIGNED AND SEALED This _____day of _____, 20____

PRINCIPAL:

_____

BY: _____

TITLE: _____

SURETY:_____

BY: _____
Attorney-in-Fact

Approved _____,20_____
BOARD OF COUNTY COMMISSIONERS
HAMILTON COUNTY, OHIO

_____

_____

_____

SURETY COMPANY ADDRESS:

_____
Street

_____
City State Zip

_____
Telephone

SURETY AGENTS ADDRESS:

_____
Agency Name

_____
Street

_____
City State Zip

_____
Telephone

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of Bid.

Bid Submission Documents
Complete & Submit With Bid

DOCUMENT 001000.6
CERTIFICATE OF COMPLIANCE

STATE OF OHIO
DEPARTMENT OF INSURANCE

As **DIRECTOR OF INSURANCE OF THE STATE OF OHIO**, I do hereby certify the _____, a corporation located at _____ in the State of _____, has complied in all respects with the laws of this State applicable to it, and is authorized to transact in this State its appropriate business of insurance as described by Section 3929.01 (A), lines:

( )	1	Fire	( )	18	Aircraft (all perils)
( )	2	Allied Lines	( )	19	Fidelity
( )	3	Farmowners Multiple Peril	( )	20	Surety
( )	4	Homeowners Multiple Peril	( )	21	Glass
( )	5	Commercial Multiple Peril	( )	22	Burglary & Theft
( )	6	Ocean Marine	( )	23	Boiler & Machinery
( )	7	Inland Marine	( )	24	Credit
( )	8	Financial Guaranty	( )	25	Reinsurance Only
( )	9	Medical Malpractice	( )	26	Other (List)
( )	10	Earthquake			
( )	11	Group A & H			_____
( )	12	Credit A & H (Group & Individual)			
( )	13a	Collectively Renewable A & H			_____
( )	13b	Noncancellable A & H			
( )	13c	Guaranteed Renewable A & H			_____
( )	13d	Nonrenewable for Stated Reasons Only			
( )	13e	Other Accident Only			
( )	13f	All Other A & H			
( )	14	Workers' Compensation (to the extent permitted by law)			
( )	15	Other Liability			
( )	16a	Private Passenger Auto No-Fault (personal injury protection to the extent permitted by law)			
( )	16b	Other Private Passenger Auto Liability			
( )	16c	Commercial Auto No-Fault (personal injury protection to the extent permitted by law)			
( )	16d	Other Commercial Auto Liability			
( )	17a	Private Passenger Auto Physical Damage			
( )	17b	Commercial Auto Physical Damage			

FROM: _____, 20_____ UNTIL: _____, 20_____

_____, 20_____

In witness whereof, I have signed my
name and caused my seal to be affixed
at Columbus, Ohio, this day and date

_____
Director of Insurance of Ohio

Bid Submission Documents
Complete & Submit With Bid

DOCUMENT 001000.7

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

THIS AFFIDAVIT MUST BE FILLED OUT AND EXECUTED BY THE BIDDER; IF THE BID IS MADE BY A CORPORATION, THEN BY ITS PROPERLY AUTHORIZED AGENT

State of Ohio, County of Hamilton, ss.

_____

(Name of Bidder or Bidders)

being duly sworn does depose and say that _____ resides

(Bidder's Authorized Representative)

at _____

(Address of Bidder)

and that _____

(Give names of all persons, firms or corporations interested in bid)

is/are the only person(s) interested with _____

(Name of Bidder)

in the profits of the Contract to be predicated on the within bid; that the said Contract will be performed without any connection or interest in the profits thereof with any other person making any bid or proposal for said work; that said bid, is on _____ part, in all

(His/Her/Their)

respects fair, and without collusion or fraud; and also that no member of the Board of County Commissioners, or any other officer or employee of Hamilton County, is directly or indirectly interested therein.

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

_____
(Signature of Bidder's Authorized Representative)

me _____

(Notary Public)

_____
(Print Name of Bidder's Authorized Representative)

_____
(Address of Bidder)

Bid Submission Documents
Complete & Submit With Bid

DOCUMENT 001000.8
BIDDER'S CERTIFICATION CONCERNING
EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

1. _____ (Name of Bidder) certify that I intend to use the following listed construction trades in the work under the Contract:

_____

_____

_____

2. The bidder hereby certifies that he **has …., has not ….,** participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive orders 10925, 11114, or 11246, and that he **has …., has not ….,** filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. ***The Bidder must circle the appropriate "has or has not" above.***

_____
Authorized Representative of Bidder Date

On behalf of _____
(Name of Bidder)

Bid Submission Documents
Complete & Submit With Bid

DOCUMENT 001000.9
PERSONAL PROPERTY TAX STATEMENT

In accord with Section 5719.042 of the Ohio Revised Code, I hereby certify that the company I represent is not delinquent in payment of personal property taxes to the State of Ohio or any subdivision thereof.

_____

_____
Title

TO BE COMPLETED BY NOTARY PUBLIC

On this day, there appeared before me _____
(Print Full Name)

saying that (he) (she) is _____ of
(Print Title)

_____ and that (he) (she)
(Print Name of Company)

understands all of the implications of the above statement and has signed in good faith.

_____
Signature of Notary Public

Seal

_____
Date

Bid Submission Documents
Complete & Submit With Bid

DOCUMENT 001000.10

SUBCONTRACTOR AND MATERIAL SUPPLIER LIST

Bidder must list below all subcontractors and material suppliers used in compilation of bid. Branches shall be listed in the order appearing in the Project Manual index except as otherwise indicated. Contractor shall list its name for those branches, which it will complete with its own forces.

BRANCH	MATERIAL SUPPLIER AND/OR SUBCONTRACTOR NAME AND ADDRESS

NOTE: This listing is not meant to commit bidder to material suppliers or subcontractors above. If bidder can show just cause at time of awarding Contract that a specific material supplier or subcontractor has withdrawn its bid or raised its bid, bidder may substitute at no additional cost to the County a material supplier or subcontractor upon written approval of the County.

END OF SECTION

Bid Submission Document	Print Legibly or Type

Form 2003
The Banks Project
Revised April 2015
(SUBMIT WITH BID/PROPOSAL)

The Banks – Public Infrastructure Development Parking Garage and Street Grid
SBE/DBE Subcontractor Utilization Plan
Bid or Proposal Reference Number: _____

Contract Description:	Total Bid Amount: $	Date submitted:
Contractor Name/Address/City/State/Zip/Phone:	Federal Tax ID Number:	Type of Inclusion Program (circle one): SBE DBE

Contractor is certified by the City of Cincinnati Office of Contract Compliance as an SBE and meets the SBE participation goals without using other SBEs: Yes or No

OR

Contractor is certified through the Ohio DBE Unified Certification Program as a DBE and will self-perform _____% of the DBE participation goal. Yes or No

The above named Contractor proposes to use the services of the following listed subcontractor/supplier(s) demonstrating sufficiency to meet or exceed the SBE/DBE participation goal. The contractor must list all SBEs/DBEs, regardless of contract amount or type of service. Failure to complete this form with all the requested information (as indicated in each column) may cause a bid or proposal to be determined non-responsive.

Name/Address/City/State Zip/Phone	Federal Tax ID#	Describe Exact Type Of Work /Supplier	Subcontract Dollars	Subcontract/Supplier Percentage of Contractors Total Bid Amount	FOR OFFICE USE ONLY (SBE/DBE CALCULATION)

The Contractor certifies that the above information is true to the best of its knowledge. The Contractor acknowledges and agrees that, if awarded the contract, the information provided on this Form 2003 shall be incorporated into the terms and conditions of the final contract between the Owner and the Contractor, as long as the Subcontractor(s) meet the approval of the Owner (see Form 2004). Contractor acknowledges and agrees that any changes to the above information, after the contract is awarded, must be submitted in writing on the Substitution Form 2006 and approved in advance by the Owner.

CONTRACTOR REPRESENTATIVE (SIGNATURE):_____

PRINTED NAME: _____ **Title:** _____ **Date:** _____

If Additional Space is Needed, Please Use Copies of This Form.

THE BANKS PROJECT
Disadvantaged Business Enterprise Program Summary

DOCUMENT 001000.11

Hamilton County (the "County") and the City of Cincinnati (the "City") with the Ohio Department of Transportation are committed to maximizing subcontracting and procurement opportunities for all qualified and available disadvantaged business enterprises ("DBEs"). The DBE Program requires Contractors to use their "good faith efforts" to facilitate achievement of DBE participation goals.

The requirements of the DBE Program do not apply to individual contracts and/or procurements valued at $5,000.00 or less. The DBE Program includes the following components:

- **DBE Participation Goal**: This component encourages Contractors to make subcontracting opportunities available to disadvantaged businesses which have been certified as DBEs by the Ohio Department of Transportation in order to achieve the percentage DBE participation goal assigned to the related contract as specified in the bid/RFP/RFQ package. To count towards the DBE participation goal, the DBE must be certified in the commodity or service code(s) that will be used on the project. A list of DBEs certified by Ohio Department of Transportation is available on the ODOT website at http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/DBE-Directory.aspx or from Ohio Department of Transportation.

- **Outreach/Good Faith Efforts**. This component requires Contractors to provide evidence of the outreach efforts made to DBEs in connection with the contracts related to the Banks Project.

All contracts and procurements awarded for the Banks Project, except those for professional services, will be awarded to the "lowest and best" bidder. Therefore, the inability of a Contractor to meet the DBE goals established under the DBE Program will not exclude the Contractor from award of a contract or procurement if the Contractor's proposal or bid otherwise is deemed by the County and/or the City, as the case may be, to be the "lowest and best bid." However, a Contractor's failure to submit a DBE utilization plan with the Contractor's proposal or bid may result in a determination that the submitted proposal or bid is non-responsive, and rejection of the proposal or bid.

Pursuant to the DBE Program requirements, the following items are included in the bid/RFP/RFQ package and must be completed, signed and submitted with each submitted proposal or bid; failure to complete these forms with all the requested information may cause a proposal or bid to be determined to be non-responsive:

Per the direction found in PN13 of the LPA bidding documents, any bids received without the electronic submission of the DBE Utilization Plan **before** the time of bid will be deemed unresponsive. Bidders must submit their DBE Utilization Plans via https://odot.formstack.com/forms/dbe_copy. This form contains the current list of certified DBEs and is updated regularly. Again, the DBE Utilization Plan must be filled out completely and submitted electronically **at or before** the time of bid opening.

For bidders that are DBE certified firms, please note that you must also submit a DBE utilization plan to include what percentage your firm will be self-performing.

1. **Electronic DBE Utilization Plan must be filled out completely and submitted electronically at or before the time of bid opening** https://odot.formstack.com/forms/dbe_copy
2. **Statement of Good Faith Efforts (Form 2007)**
3. **Outreach/Good Faith Summary Sheet (Form 2007-a)**
4. **Subcontractor Utilization Plan (Form 2003) ODOT Form C-92**

The following forms are included in the proposal or bid invitation package for information purposes only and do not have to be completed or returned with the proposal or bid.

1. **Form 2004 - DBE Affirmation Form Instructions:** Complete one form for each DBE firm on the project (whether being used toward the goal or not). Please scan each completed form, which must include the DBE's signature or other acceptable written affirmation*, and email to DOT.ContractsLettingMgr@dot.ohio.gov **by 5:00PM on the 5th calendar day after bid opening.** The Office of Small and Disadvantaged Business Enterprise (OSDBE) will notify the appropriate parties when the affirmation(s) are approved.
2. **Form 2005 – Subcontractor Monthly Business Utilization Report: (must be submitted with monthly invoice).**
3. **Form 2006 – ODOT Request to Terminate/Substitute Form: (must be submitted for advance approval for any proposed change in subcontractors).**

If you have any questions or need assistance in meeting these requirements, please feel free to contact Andra Conaty at (513) 946-3894.

(The Banks - Revised April, 2 2019)

OHIO DEPARTMENT OF TRANSPORTATION

LPA DBE Utilization Form

NOTE: Please use your 'MOUSE' or 'TAB' key to advance to the next field. Hitting the "ENTER' key will move you to the next page. If not finished, please use the 'PREVIOUS' key to navigate back to the Vendor Information Page.

Complete Online - Prior to Bid Opening - Example Only

Contractor and Project Information

Form Submission Version ○ Original ○ Updated

Contractor* | Phone | Email*

Project ID (PID) | **Total Project Bid** $

DBE Vendor Information

Firm (#1) | Firm(#1) Used As: | Bid Quote

Firm (#2) | Firm (#2) Used As: | Bid Quote (#2) $

Firm (#3) | Firm (#3) Used As: | Bid Quote (#3) $

Firm (#4) | Firm (#4) Used As: | Bid Quote (#4) $

Firm (#5) | Firm (#5) Used As | Bid Quote (#5) $

Firm (#6) | Firm (#6) Used As | Bid Quote (#6) $

Firm (#7) | Firm (#7) Used As | Bid Quote (#7)

$

Project Bid Amounts

DBE Commitment Total $ 0.00

DBE Percentage Met 0.00 %

Next

Complete Online - Prior to Bid Opening - Example Only

Good Faith Efforts

Date:	**Authorized Representative:**		
Prime Contractor			
ODOT Project Number			
ODOT District			
Original Contract Amount			
DBE Goal Percentage			
DBE Goal Amount			
DBE Shortfall			

ORIGINAL APPOVED DBE PLAN	
DBE Subcontractor	**Amount**
	$
	$
	$
	$
	$
Total DBE Plan	$

Project Description	
Work Begin Date	
Substantial Work Completion Date	

Reason for Shortfall
*

*Provide explanation for shortfall including dates of notifications (i.e. work non-performed by ODOT, quantities estimated vs actual, plan changes etc.).

Good Faith Efforts		
**		
Subcontractor Contacted	**Amount/Date of Bid**	**Work Items**
***		
***		
***		
***		
***		

** Provide a description of overall Good Faith Efforts to mitigate shortfall.

***Provide explanation of why the replacement firm (DBE, Non-DBE, or Self Performance) was/was not used in the spaces provided. If unable to reach the DBE firm, detail how you attempted to reach the DBE firm and the number of times you attempted to reach the DBE firm.

Summary

Please attach appropriate documentation (i.e. e-mail chains, letters of non-acceptance, phone logs, copies of replacement subcontracts, etc.) of the Good Faith Efforts listed above.

Bid Submission Document	Print Legibly or Type

Form 2007
The Banks Project
Revised April 2015
(SUBMIT WITH BID/PROPOSAL)

The Banks – Public Infrastructure Development Parking Garage and Street Grid

Statement of Good Faith Efforts

Bid or Proposal Reference Number: _____ Type of Inclusion Program: SBE or DBE

By the signature below of an authorized representative, Contractor certifies that Contractor has utilized the following methods to obtain the maximum practical participation by Small Business Enterprises (SBEs) certified by the City of Cincinnati Office of Contract Compliance or Disadvantaged Business Enterprises (DBEs) certified through the Ohio DBE Unified Certification Program. Please indicate which methods used by placing an X in the appropriate space.

YOU MUST SUBMIT YOUR SUPPORTING DOCUMENTATION WITH YOUR BID. NEW INFORMATION WILL NOT BE ACCEPTED AFTER THE BID CLOSING DATE.

1. ____ Identified sufficient subcontracting work to meet goal **(attach content of advertisements and written notices to SBEs/DBEs indicating type of work to be subcontracted).**

2. ____ Bidder has coordinated SBE/DBE inclusion efforts with the Economic Inclusion Consultant, Messer Construction Co. (513-482-5419 or swalton@messer.com) to ascertain the availability of SBE/DBE subcontractors/subconsultants/suppliers for the scopes of work.

3. ____ Advertising - Attach content of advertisements, which must include project name, Contractor's name, work available, contact person's name and number, information on availability of plans and specifications and Contractor's policy concerning assistance to SBEs/DBEs in obtaining bonding, financing, and/or insurance; also provide date of advertising and names of publications.

4. ____ Written notice to SBEs/DBEs for subcontracting opportunities (submit copy of each letter sent, confirmation of receipt by SBE/DBE, or if available master notification, submit copy of letter and recipient list).

5. ____ Notice described in item 4., above, was sent at least five (5) business days prior to the bid opening date.

6. ____ Follow-up initial solicitations, attach copies of Outreach/Good Faith Summary Sheet (Form 2007-A).

7. ____ Assistance with securing bonding, financing and/or insurance (submit copy advertising and written notice to SBEs/DBEs).

8. ____ Provision of plans, specifications and requirements: Contractor provided interested SBEs/DBEs with access to plans, specifications and requirements for subject project.

9. ____ Provide documentation detailing reason(s) why agreement was not reached with SBEs/DBE (s) who responded affirmatively in writing. Include written explanation for rejection of SBE/DBE proposals.

10. ____ Other (Please list any other methods utilized that are not covered above):

_____

_____

_____

_____
Name of Contractor

_____
Contractor Representative (Signature) Date

_____
Contractor Representative (Printed Name) Title

Bid Submission Document	Print Legibly or Type

Form 2007-A
The Banks Project
Revised April 2015
(SUBMIT WITH BID/PROPOSAL)

The Banks – Public Infrastructure Development Parking Garage and Street Grid
SBE/DBE Outreach & Good Faith Efforts Summary Sheet
Bid or Proposal Reference Number: _____

Contractor/Consultant Name:	Address/City/State/Zip/Telephone:	
Bid/Proposal Name:	Bid/Proposal Due Date:	Type of Bid Package: DBE or SBE

SBE/DBE Subcontractor/Supplier's (Name/Address/City/State/Zip)	Type of Work/Supplies Solicited	Indicate Date and How SBE/DBE Contacted (e.g., Letter, Phone, Fax, etc)	SBE/DBE Response to Solicitation (e.g., Will Submit Bid, No Response, Not Interested) and Date	Contact Person	Phone Number

Please list above the name(s) of all firms contacted and their responses to the specified proposal or bid package. If additional space is required this form may be duplicated.

I hereby certify that the above information is true and accurate:

_____ _____/_____ _____

Contractor Representative Signature **Print Name/Title** **Date**

Bid Submission Documents
Complete & Submit With Bid

DOCUMENT 001000.15

WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY

In accordance with Section 9.24 of the Ohio Revised Code, the undersigned hereby warrants that the Contractor is not subject to an unresolved finding for recovery under ORC 9.24.

_____
CONTRACTOR'S NAME

_____
SIGNATURE

_____
PRINT NAME

_____
TITLE

TO BE COMPLETED BY NOTARY PUBLIC

On _____, there appeared before me
DATE

_____**,** saying that he/she is
PRINT NAME

_____ _____ of ,
PRINT TITLE

_____
PRINT NAME OF CONTRACTOR

and that he/she understands all of the implications of the above statement and has signed in good faith.

_____
SIGNATURE OF NOTARY PUBLIC

BID SUBMISSION DOCUMENT
COMPLETE AND SUBMIT WITH BID

DOCUMENT 001000.17

Responsible Bidder Certification

Project: THE BANKS – VMS Phase 2
HAM-Banks Variable Message Signs (VMS) Phase 2
PID 104409
May 1, 2019

_____
Name of Bidder

_____ Bid Reference No._____
Address of Bidder

_____
Date

_____ ("Bidder") hereby certifies to the Board of County Commissioners of Hamilton County, Ohio ("County") that it will adhere to the Responsible Bidder Requirements (the "Responsible Bidder Requirements") set forth in the Bid Documents, and does hereby further certify to the County the following:

1. Bidder will require all contractors who bid or perform any work pursuant to the contract on which the Bidder is bidding to satisfy all of the Responsible Bidder Requirements set forth in the Project Manual.

2. Bidder will pay prevailing wages as determined by the Ohio Department of Commerce in accordance with ORC Chapter 4115.

3. Prior to award of a contract or subcontract of Two Hundred and Fifty Thousand Dollars ($250,000) or more, the Bidder will engage in a review of the constructability and scope of the bid to verify that the contractor included all required work.

4. In the event Bidder submits the lowest bid and such bid is more than twenty percent (20%) below the bid of the next lowest bidder, the Bidder shall identify three (3) construction projects that it has successfully completed within five (5) years of the Bid date.

5. Bidder will employ supervisory personnel on the project that (a) are qualified to perform in such supervisory capacity and (b) have any license or licenses required by applicable law to perform in such capacity.

6. Bidder is not currently debarred from performing state or federal construction contracts (after all appeals), because of a violation of the Fair Labor Standards

Act and/or any state or federal prevailing wage law. A list of every occasion on which Bidder has been debarred from performing local, state or federal construction contracts (after all appeals), because of a violation of the Fair Labor Standards Act and/or any state of federal prevailing wage law, during the last ten years, if any such debarments have occurred, are listed below:

_____ _____

_____ _____

7. Bidder, and each of its subcontractors have implemented an OSHA-compliant Safety Program which includes: a) with respect to all supervisors, completion of OSHA's thirty (30) hour safety course; and b) with respect to all field employees, completion of OSHA's ten (10) hour safety program. Bidder shall provide evidence of implementation of an OSHA-compliant safety program to the Construction Manager.

8. Bidder has implemented a substance-abuse policy that is in compliance with Ohio's Drug Free Workplace Requirements. Bidder will provide evidence of implementation of such policies to the Construction Manager.

9. Bidder has all licenses required by applicable state law and regulation to perform work required herein.

10. Any and all professional license or licenses that have been revoked by Ohio or revoked by any other state within five (5) years prior to the Bid date as listed below:

_____ _____

_____ _____

11. Bidder has no final judgments against it which are not secured by payment bond or other surety at the time of award which are equal to or exceed fifty percent (50%) of the Bidder's net worth.

12. Bidder has complied with applicable unemployment and workers compensation laws for at least two (2) years preceding the date of bid submittal.

13. Bidder will not subcontract more than seventy percent (70%) of the bid amount of the Contract. Bidder acknowledges it may apply for a waiver of the foregoing requirement by the County, which waiver shall be subject to the review and approval of the County.

14. Bidder does not have an Experience Modification Rating of more than 1.3 (a penalty rated employer) with respect to the Ohio Bureau of Workers' Compensation risk assessment rating.

15. Bidder is not debarred from bidding on the contracts that are the subject of this bid.

16. Bidder herby acknowledges and agrees that bidder's falsification of any of the certifications herein or failure to comply with the requirements set forth herein, shall be the basis for a default termination of the Contract.

State of _____)
)ss.
County of _____)

BY: _____
ITS: _____

Sworn to and subscribed by _____ in my presence this _____ day of _____ 201__.

_____
NOTARY PUBLIC

02/28/2019 Cincinnati 744433

DOCUMENT 001000.18

TAX EXEMPT STATEMENT

Purchases of building and construction materials and services by Contractor for incorporation into the Work or a portion of the Work that constitutes a structure or improvement to real property are not subject to Ohio sales or use tax pursuant to Ohio Revised Code 5739.02(B)(B)(13) and 5741.02(C)(2). Purchases by Contractor of expendable items or items consumed by Contractor in performance of the Work are not incorporated into a structure or improvement to real property and are not exempt from Ohio sales or use taxes as provided above. Examples of such purchases include, but are not limited to, form lumber, tools, oils, greases, fuel, equipment and trailer rental, temporary fencing and temporary road materials and temporary power equipment.

DOCUMENT 001000.21

CERTIFIED CHECK

If you are submitting a Certified Check: **Check #**_____dollars drawn on _____ **bank** is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the bond.

PRINT NAME_____ of,

PRINT NAME OF COMPANY_____

Date

SIGNATURE

BID SUBMISSION DOCUMENT
COMPLETE & SUBMIT WITH BID

DOCUMENT 001000.22
REGISTRATION FORM
PLEASE READ AND ACKNOWLEDGE RECEIPT OF THIS DOCUMENT
THE BANKS – VMS Phase 2 HAM-Banks Variable Message Signs (VMS) Phase 2
PID 104409 May 1, 2019

All inquiries regarding this ITB are to be in writing and are to be mailed or faxed to:
Gina Richmond, Hamilton County Purchasing Dept.
138 E. Court Street, Room 507
Cincinnati, Ohio 45202
Fax #: (513) 946-4335

The County will not entertain any oral questions regarding this ITB. Other than specified above, no bidder may contact any county official, employee, project team member or evaluation team member. Bidders are not to schedule appointments or have contact with any of the individuals connected to or having decision-making authority regarding the award of this ITB. **Inappropriate contact, including attempts to influence the ITB process, evaluation process or the award process by Bidders or by others on their behalf, will result in bid rejection.**

The only appropriate contact is with the Purchasing Department as listed above.

Have you been banned from doing business with the State of Ohio? _____.

Please fax this page to the Purchasing Department at (513) 946-4335.

By faxing this page to the Purchasing Department you will be registering your company's interest in this ITB, attendance at pre-bid conference and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page.

DATE:	
COMPANY NAME:	
ADDRESS:	
REPRESENTATIVE'S NAME:	
TELEPHONE NUMBER:	
FACSIMILE NUMBER:	
EMAIL ADDRESS:	
NUMBER OF PEOPLE ATTENDING PREBID (where applicable)	
SIGNATURE:	

Registration helps insure that vendors will receive any addenda to or correspondence regarding this bid invitation in a timely manner. Hamilton County will not be responsible for the timeliness of delivery via the U.S. Mail.

AIA® Document A232™ – 2009

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:
(Name, and location or address)

The Banks-Variable Message Signs (VMS) Phase 2
ODOT PID 104409

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Messer Construction Co.
643 W. Court Street
Cincinnati, Ohio 45203

THE OWNER:
(Name, legal status and address)

Board of County Commissioners, Hamilton County, Ohio
603 County Administration Building
138 East Court Street
Cincinnati, Ohio 45202

THE ENGINEER:
(Name, legal status and address)

TEC Engineering, Inc.
7288 Central Parke Blvd.
Mason, Ohio 45040

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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(Paragraphs deleted)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Engineer. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding requirements).

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Engineer or the Engineer's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Engineer or the Engineer's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Engineer, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 1.1.5 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Engineer and the Engineer's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Engineers.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 1.5.1 The Engineer and the Engineer's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Engineer, or Engineer's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Engineer and the Engineer's consultants.

§ 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Article 4, the Construction Manager and the Engineer do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

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portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Engineer about matters arising out of or relating to the Contract Documents.

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Engineer's and their respective consultants' additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Engineer, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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§ 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Engineer in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Engineer may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Engineer any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Engineer may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Engineer issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Engineer for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Engineer and shall not proceed with that portion of the Work without further written instructions from the Engineer, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Engineer in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Engineer, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranties and Obligations of Contractor

§ 3.5.1 CONTRACTOR'S WARRANTIES

§ 3.5.1.1 The Contractor hereby represents and warrants to the Owner and the City of Cincinnati that subject to the provisions of the Contract Documents, (a) the Work will be fully and finally completed in accordance with the terms of the Contract Documents at a cost not to exceed the Contract Sum, (b) all material and equipment incorporated into the Work will be new and free from any and all claims, liens, and security interest of any third parties, (c) the Project will be free from defects (whether latent or patent) in workmanship and materials furnished or installed by the Contractor, (d) the Contractor possesses a high level of expertise in the administration, construction, management and superintendence of projects of the type, nature, and general locality of the Project, and will perform the Work with the care, skill and diligence of such a contractor, (e) the Contractor and its Subcontractors are financially solvent, able to pay debts as they mature, and the financial statements and information furnished to the Owner by Contractor present fairly the Contractor's and, if applicable, Subcontractors' respective financial conditions, and they are possessed of sufficient working capital to complete the Contract, (f) the Contractor is able to furnish the plant, tools, labor, materials, and equipment necessary to complete the Work, and (g) the Contractor and its Subcontractors are qualified to perform the Work, authorized to transact business in the jurisdiction in which the Project is located, and possesses or have obtained and shall possess all necessary licenses, permits, and approvals required to perform the Work. The Contractor will promptly notify the Owner of the occurrence of any event or circumstances which renders the foregoing representations or warranties materially untrue. The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to Contractor's duties, obligations and performance hereunder. The Contractor's liability hereunder shall survive the Owner's final acceptance of and payment for the Work. All representations and warranties set forth in the Contract Documents shall survive the final completion of the Work or the earlier termination of the Contract. If the Owner finds the materials furnished, Work performed, or the finished product are not in reasonably close conformity with the Contract Documents and have resulted in an unacceptable finished product, the affected Work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Owner's written orders. The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the Work in accordance with the Contract Documents, plans, and specifications. For the purpose of this Article, the term "reasonably close conformity" is intended to allow the Owner to use good engineering judgment in its determinations as to acceptance of Work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the Contract Documents.

§ 3.5.2 The Contractor shall not be relieved of its general warranty obligation by specification of particular products or procedures unless it gives written notice of objection to specified requirements before purchase of such products and a written recommendation of alternative materials or procedures.

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§ 3.5.3 The Contractor shall guarantee workmanship and materials for a period of one year from the date of issuance of the Certificate of Substantial Completion and shall leave the Work in perfect order at completion. Should defects develop within the guarantee period, the Contractor shall, upon written notice of the same, remedy the defects and reimburse the Owner for all damage to the Work whether caused by the defects or correction of same. The Contractor shall procure and deliver to the Construction Manager, no later than the date certified by Engineer and Construction Manager as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions. The Contractor shall assign to the Owner, before Final Payment is due, all manufacturers or other third-party warranties not written in the name, or for the benefit, of Owner relating to equipment, materials and labor used in the Work. Guarantees, if any, extending beyond said one year period shall be specifically provided for in the Contract and may be fulfilled by written warranty of the manufacturer.

§ 3.5.4 The Owner may occupy a portion of the Work prior to completion of the Work. Acceptance of any portion of the Work by the Owner shall be accomplished by the issuance of a Substantial Completion Certificate on the form AIA G704/CMa – 1992, as provided in Section 009000 of the Project Manual. From the date of the issuance of such certificate, the Contractor shall not be relieved of obligation to correct any "punchlist" items then uncorrected. The Contractor shall continue to be responsible for all latent defects covered by the guarantee described in Paragraph 3.5.3 above, and shall continue to carry insurance to protect both the Owner and Contractors for workers engaged on punchlist items.

§ 3.5.5 Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

.1 evaluations by the Construction Manager and/or the Engineer;

.2 recommendation of any progress or final payment by Construction Manager;

.3 the issuance of a Certificate of Substantial Completion in accordance with Article 9 hereof or any payment to Contractor under the Contract Documents;

.4 use or occupancy of the Work or any part thereof by Owner;

.5 any acceptance by Owner or any failure to do so;

.6 any review of a Shop Drawing or sample submittal;

.7 any inspection, test or approval by third parties; or

.8 any correction of defective Work by Owner.

§ 3.5.6 If necessary to protect the Owner's interests, the Contractor agrees to assign to the Owner any and all third party warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

§ 3.5.7 OBLIGATIONS OF CONTRACTOR

§ 3.5.7.1 The Contractor shall promptly correct or cause to be corrected promptly any defect in the Work. The Contractor shall and does hereby assign to the Owner the benefits of any warranties of all Subcontractors, materialmen and suppliers, but such assignment shall not relieve the Contractor of its warranty obligations to the Owner under the Contract Documents. No payment made by the Owner to the Contractor, nor any acceptance, use or occupancy of the Work by the Owner or any other person, shall constitute acceptance of any defective Work or any Work not in compliance with the Contract Documents. Nothing contained herein shall be construed to define or limit any rights or remedies provided the Owner by the Contract Documents, at law, equity, or otherwise in the event any defect in the Work occurs.

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§ 3.5.7.2 The Contractor and its Subcontractors, and their respective employees shall not make any public disclosure, press release or public presentation containing any information relating to the Project without the prior written consent of the Owner.

§ 3.5.7.3 No signage shall be placed on the Project Site without the Owner's prior written consent. Construction Manager shall coordinate Project signage size, style, content and location, if any, with Owner.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules and regulations and lawful orders of public authorities bearing on performance of the Work. Contractor warrants that it possesses, and will keep current, any contractor licenses that may be required due to the nature or location of the Work under this Contract. Without limiting Contractor's other obligations under this Section, Contractor acknowledges the domestic steel requirements of Section 153.011, Ohio Revised Code, in connection with certain Ohio construction projects supported by State funds. The following notice is provided in compliance with that statute:

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.011 OF THE REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.011 OF THE REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES.

Contractor shall defend and indemnify Owner, , Engineer and Construction Manager against any claim or liability, including but not limited to civil penalties under Section 153.99(B) of the Ohio Revised Code, related to actual or alleged violation by Contractor (or any lower tier under Contractor) of Section 153.011 of the Ohio Revised Code.

The Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Construction Manager, Engineer and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.5 Where Contract Documents, by stating performance or design requirements or other stipulations, require the Contractor to design components or portions of the Work, such design shall conform to the applicable laws, statutes, ordinances, building codes, and rules and regulations, and the Contractor shall furnish drawings, engineering calculations, specifications, and other documentation as needed to secure any required permits or approvals for those components or portions of the Work. The Contractor shall employ an engineer to provide such design services, which engineer shall be a licensed engineer experienced in the design of such items and registered in the State of Ohio and shall meet the insurance requirements set forth herein. Documentation prepared by such engineer shall bear the engineer's stamp and seal and such information as is required by authorities having jurisdiction over engineer. Notwithstanding submittal of such documentation to the Engineer or Owner and subsequent action by the Engineer or

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Owner, the Contractor shall bear sole responsibility for the design of components or portions of the Work required to be designed by the Contractor.

.1 The Contractor agrees to indemnify and hold harmless the Owner, the , the Construction Manager, and the Engineer from and against any and all liability, claims, loss, cost, expense, damage, or injury, including legal fees, incurred because of Contractor's design work.

.2 The Contractor agrees to assume on behalf of the Owner, the , the Construction Manager and the Engineer the defense of any action at law or in equity which may be brought against the Owner, the , the Construction Manager, and the Engineer from claims resulting from Contractor's design work and to pay on behalf of the Owner, the , the Construction Manager, and the Engineer, upon demand, the amount of any judgment that may be entered against them in any action arising therefrom or relating thereto.

§ 3.7.6 Maintaining clean water, air and earth shall be regarded as of prime importance. Contractor shall plan and execute its operations in compliance with all applicable federal, state and local laws and regulations concerning control and abatement of pollution.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Engineer before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Engineer and Construction Manager will promptly investigate such conditions and, if the Engineer, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Engineer's determination or recommendation, either party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Engineer. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

.1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

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.3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Engineer through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Engineer has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager or Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

§ 3.10.1 The Contractor, shall prepare and submit for the Owner's and Engineer's information and the Construction Manager's written approval, a Contractor's Construction Schedule for the Work. Such schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project construction schedule to the extent required by the Contract Documents, shall incorporate all Work Milestone Dates, shall identify, consider and coordinate the purchase of materials and equipment requiring long lead time procurement, shall incorporate the scheduling, timing, phasing and sequencing contained in the Project Construction Schedule maintained by the Construction Manager in connection with the Project, and, and shall provide for expeditious and practicable execution of the Work (the "Contractor's Construction Schedule").

.1 The Contractor's Construction Schedule shall be a critical path method (CPM) precedence diagram network or other mutually agreed upon form of schedule with supporting printouts and computer data prepared on software compatible with Primavera Systems, Inc. P3 software or such other software as may be acceptable to the Owner and the Construction Manager.

.2 The Contractor shall utilize the CPM format to develop the network logic diagrams, computer-produced schedules, and other schedule supporting data as required. The Contractor shall utilize the Contractor's Construction Schedule to plan, coordinate and manage all construction activities of the Subcontractors, sub-subcontractors, and suppliers. The Contractor shall complete its Work in accordance with the Project Construction Schedule.

.3 Weekly progress meetings will also be held at the Project Site. The Construction Manager, the Owner (as necessary), the Engineer, the Contractor's field supervisor, and each Subcontractor's field supervisor shall attend. The Construction Manager, Contractor and Owner, as necessary, shall provide the services of qualified main office personnel at each such meeting. The Contractor shall provide the services of qualified main office personnel and its superintendent who shall provide the necessary scheduling information and manpower commitments at each progress meeting until Final Completion. Prior to and in preparation for the monthly progress meeting, the Contractor shall "update" the Contractor's Construction Schedule to reflect the current status of the Project. During the presentation and distribution of this "updated" material at the progress meeting, the Contractor will specifically address those critical areas of concern (as determined by the schedule "update") where immediate action by the Contractor is required.

.4 The Contractor shall at all times provide adequate rates of progress for the various parts of the Work so

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as to properly advance the Work and so that the Project, in the opinion of the Construction Manager, at all times meets the requirements of the Project Construction Schedule. Whenever critical items of construction fall behind the planned schedule of construction as shown on the Contractor's Construction Schedule, or when items which were not critical become critical, the Owner, Construction Manager and the Engineer shall be notified by the Contractor and advised of action being taken to return the Project to its original schedule and such action shall be indicated on the Contractor's Construction Schedule which shall then be re-issued by the Contractor.

.5 In view of the critical nature of the time of completion of the Work, if the Construction Manager, and/or the Owner determines that the rate of progress of the Project or the Contractor's Construction Schedule has been delayed or is in jeopardy of not being met, for any reason other than those causes for which the Contractor is entitled to an extension of the Contract Time, as specifically provided in the Contract Documents, the parties hereby agree that the Owner and/or Construction Manager shall have the right to require the Contractor and its Subcontractors to take whatever steps are necessary, including Extraordinary Measures (as defined in Subparagraph .6 hereof), to remedy such situation. In such event, the cost of such remedy shall not be deemed to be a change in the Work, nor shall it increase the Contract Sum, nor shall such cost be reimbursable as part of the cost of the Work, nor shall such remedy adjust the Contract Time. The Contractor shall, within three (3) days after the Construction Manager's and/or Owner's request to take such action, notify the Owner and the Construction Manager in writing and implement the steps which the Contractor proposes to take to remedy such situation and provide the Construction Manager, and the Owner, in a form acceptable to the Owner and the Construction Manager and Owner, a detailed mini-progress schedule setting forth the actions to be taken by the Contractor.

.6 Further, whenever it becomes apparent that any Work Milestone Date of the Contractor may not be met, the Contractor shall take some or all of the following actions (which shall also be deemed "Extraordinary Measures") as directed by the Owner or the Construction Manager, at no additional cost to the Owner:

(a) Increase construction manpower in such quantities as will substantially eliminate the backlog of work and put the Project back on schedule.

(b) Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or hire additional workers if necessary or any combination of the foregoing which will substantially eliminate the backlog of work and put the Project back on schedule.

(c) Reschedule activities to achieve maximum practical concurrence of accomplishment and put the Project back on schedule.

§ 3.10.2 The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other contractors or the construction or operations of the Owner's own forces.

§ 3.10.3 The Contractor shall prepare and keep current, for the Construction Manager's and Engineer's approval, a schedule of submittals which is coordinated with the Contractor's Construction Schedule and allows the Construction Manager and Engineer reasonable time to review submittals.

§ 3.10.4 The Contractor shall conform the performance of the Work to the most recent schedules.

§ 3.10.5 The Contractor, within fifteen (15) days after being awarded the Contract, shall prepare and submit a report detailing the status of the procurement and the supply of the materials needed to complete the Work ("Material Status Report") on a form approved by the Construction Manager. This report shall be updated and submitted on a regular basis to Owner and Construction Manager or more often as directed by the Construction Manager. Delivery dates provided on the Material Status Report shall conform to the Contractor's Submittal Schedule, Submittal Log, Contractor's Construction Schedule, the Project Construction Schedule and the Work Milestone Dates.

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§ 3.10.6 The Contractor, within fifteen (15) days after being awarded the Contract, shall prepare and submit a projected schedule for manpower ("Manpower Schedule") for the duration of the Work. This Manpower Schedule shall be updated and submitted on a monthly basis to Owner and Construction Manager or more often as directed by the Construction Manager. The Manpower Schedule shall be broken down by craft or trade for each Trade Contract and Subcontract. This Schedule shall conform to the Contractor's Construction Schedule and the Work Milestone Dates.

§ 3.10.7 In addition to the provisions of §3.10.1 through §3.10.6 included herein, detailed schedule requirements as described in Sections 011100 and 013216 of Division 1 of the Project Manual shall apply.

§ 3.10.8 In the event the Owner or Construction Manager determines that the performance of the Work, or any portion or phase thereof, has not progressed or reached the level of completion required by the Contract Documents, the Owner or Construction Manager shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, Extraordinary Measures as defined in Section 8.2.7. Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The rights of Owner and Construction Manager to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Project Construction Schedule.

.1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this §3.10.8.

.2 The rights furnished under or pursuant to this §3.10.8 may be exercised as frequently as the Owner or Construction Manager deems necessary to ensure that the Contractor's performance of the Work will comply with any completion date set forth in or inferable from the Contract Documents.

§ 3.10.9 The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling or performance of the Work under this §3.10.9 may be grounds for an extension of the Contract Time, if permitted under §8.3.1, and an equitable adjustment in the Contract Sum if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents and (2) such rescheduling or postponement is required for the convenience of the Owner.

§ 3.10.10 The Contractor shall be responsible for all costs resulting from its lack of diligence or failure to provide needed labor or materials to meet the requirements of the Work Milestone Dates or the Contractor's Construction Schedule. Owner may withhold payments to Contractor if requested to do so by Contractor's Surety, or otherwise if necessary to protect the Owner from delay or expense occasioned by the Contractor's failure to perform under the Contract.

§ 3.10.11 Neither Owner nor Construction Manager make any representation regarding the reasonableness of the Contractor's Construction Schedule as it may affect Contractor's performance of the Work. However, Contractor represents that the Contract Sum includes any and all costs which may be incurred in order to meet the Contractor's Construction Schedule.

§ 3.10.12 Contractor shall obtain Construction Manager's prior written consent to any proposed interruption of utility services by Contractor. Contractor shall notify Construction Manager at least forty-eight (48) hours in advance and in writing of any utility service interruption. Contractor shall minimize the impact of any such interruptions and schedule such interruptions only during the hours of the day agreed to by the Construction Manager.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

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submittals. These documents shall be available to the Engineer and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Engineer and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Engineer are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Engineer without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Engineer, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, and Engineer, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved by the Engineer.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Engineer in writing of such deviation at the time of submittal and (1) the Engineer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Engineer on previous submittals. In the absence of such written notice, the Engineer's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of Engineerure or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities

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for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Engineer. The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Engineer have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Engineer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.13.3 Great American Ball Park/National Underground Railroad Freedom Center/Paul Brown Stadium/U.S. Bank Arena/Transit Center. Contractor acknowledges that during the course of the Work on the Project, public entertainment events will be held at Great American Ball Park, the National Underground Railroad Freedom Center, Paul Brown Stadium, and U.S. Bank Arena. Accordingly, Contractor agrees to manage and coordinate the Work in a manner to avoid disruptions to the operations of Great American Ball Park, National Underground Railroad Freedom Center, Paul Brown Stadium, and U.S. Bank Arena. Contractor further acknowledges and agrees that modifications or disruptions to the Work arising from the continued operations of Great American Ball Park, National Underground Railroad Freedom Center, Paul Brown Stadium, and U.S. Bank Arena have been considered in preparing the Contractor's Construction Schedule and Schedule of Values, and in Contractor's overall management and coordination of the Work. Contractor shall manage and coordinate the Work in order that the continued operations of Great American Ball Park, National Underground Railroad Freedom Center, Paul Brown Stadium, and U.S. Bank Arena do not become the basis for claims for damages or time extensions when the modifications, disruptions or delays are of the type and magnitude reasonably experienced on projects of similar type, size and complexity to this Project. Without limiting the generality of the foregoing, Contractor agrees as follows:

.1 to use only those entrances or routes specified in the transportation management plan developed by the Owner and Construction Manager, in addition to any requirements of the City of Cincinnati or other governmental agencies;

.2 to take customary construction precautions and erect such partitions, barricades, fencing, walkways and devices and installations as are reasonably necessary to separate areas where Work is being performed by Contractor from areas used by respective tenants, employees, guests, licensees and invitees of Great American Ball Park, National Underground Railroad Freedom Center, Paul Brown Stadium, and U.S. Bank Arena; and

.3 to coordinate, supervise and schedule all construction activities, including service interruptions, in advance with the Construction Manager.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

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§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager and Engineer access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager and Engineer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner, Engineer, or Construction Manager. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Engineer through the Construction Manager.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner, Construction Manager, Engineer, the City of Cincinnati and all consultants, agents, and employees of any of them (collectively, the "Indemnitees") from and against claims, damages, (including loss of use of the Work itself), civil fines (unless expressly prohibited by law), losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this §3.18. The Contractor's indemnity obligations under this §3.18.1 shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, the Construction Manager, the City of Cincinnati, the Engineer, the Engineer's consultants, and agents and employees of any of them and further, against claims and judgments arising from violation of public ordinances and requirements of governing authorities due to the Contractor's or Subcontractor's method of execution of the Work. If one or more of the Indemnitees demand performance by the Contractor of obligations under this paragraph or other provision of the Contract Documents, and if Contractor refuses to assume or perform, or delays in assuming or performing, Contractor's obligations, Contractor shall pay each Indemnitee who has made such demand its respective attorneys' fees, costs, and other expenses incurred in enforcing this provision. The defense and indemnity required herein shall, however, be a binding obligation upon Contractor whether or not an Indemnitee has made such demand. Neither the Owner's final acceptance of Work, nor the making of any payment, shall release the Contractor from its obligations under this paragraph. The enumeration elsewhere in the Contract Documents of particular risks assumed by the Contractor or of particular claims for which it is responsible shall not be deemed to limit the effect of the provisions of this subparagraph or to imply that the Contractor assumes or is responsible for only risks or claims of the type enumerated.

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§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.18.3 The obligations of the Contractor under this Section 3.18 shall not extend to the liability of the Construction Manager, Engineer, their consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Construction Manager, Engineer, their consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

§ 3.18.4 The Contractor specifically agrees and undertakes that the insurance coverage provided by Contractor under Article 11 shall provide for the defense and indemnity of the Owner, Engineer, the City of Cincinnati and Construction Manager as set forth in §3.18.1, and that the obligation of Contractor and its insurer to defend and indemnify Owner, Engineer and Construction Manager as named additional insureds shall not be subject to any "professional services" or similar coverage exclusion, except where it has been judicially determined, by means of a declaratory judgment action filed and served upon Owner, Engineer or Construction Manager within a maximum of thirty (30) calendar days after Contractor's first receipt of a demand for defense and indemnity hereunder, that Contractor is wholly without fault or liability (including "vicarious" or similar liability) with respect to the claim, demand, cause of action or other matter concerning which defense and indemnity are being sought by Owner, Engineer or Construction Manager.

§ 3.19 BEFORE STARTING THE WORK

§ 3.19.1 No Work shall be done at the Project Site prior to the pre-construction conference without Owner's and Construction Manager's approval in writing. Before undertaking any element of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Construction Manager any conflict, error, ambiguity or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Construction Manager before proceeding with any Work affected thereby. Contractor shall be liable to Owner for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents of which Contractor knew or reasonably should have known.

§ 3.19.2 Contractor shall submit the following to Construction Manager for review and approval in writing no later than the pre-construction conference:

.1 Contractor's Construction Schedule;

.2 a preliminary schedule of Shop Drawing and sample submittals;

.3 the Schedule of Values for all of the Work, subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work;

.4 a letter designating Contractor's Superintendent and commitment for duration of the Contract Time;

;

.5 all information required of Contractor to comply with the insurance requirements of the Contract Documents;

.6 all information required of Contractor with respect to the filing of a Notice of Furnishing in accordance with the Ohio Revised Code at the commencement of the Work;

.7 a plan illustrating proposed locations of temporary facilities;

.8 Noncollusion affidavits and EEO certifications from all subcontractors;

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.9 Contractor's Quality Control Plan; and

.10 Contractor's Safety Plan.

§ 3.20 PRE-CONSTRUCTION CONFERENCE

§ 3.20.1 Prior to commencement of Work at the Project Site, a pre-construction conference shall be attended by Contractor, Owner, Construction Manager Engineer and such other parties as Construction Manager designates.

§ 3.21 CONTRACTOR'S SCHEDULES

§ 3.21.1 Unless otherwise provided in the Contract Documents, Contractor shall obtain approval in writing of Construction Manager on final versions of the schedules submitted in accordance with this Article 3 before the first progress payment will be made to Contractor. The Contractor's Construction Schedule and the Schedule of Values must provide for an orderly progression of the Work to completion within any specified Work Milestone Dates and Contract Times. Acceptance of any schedule by Construction Manager will neither impose on Construction Manager responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor. Contractor's schedule of Shop Drawings and sample submissions must provide an arrangement agreeable to the parties for reviewing and processing the required submittals.

§ 3.22 INSPECTION OF RECORDS

§ 3.22.1 Contractor's records shall include, but not be limited to, accounting records, payroll records, written policies and procedures, subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates, estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on substantiating charges related to the Contract. These records shall be open to inspection and subject to audit and/or reproduction by Construction Manager, Owner, and their respective agents or authorized representatives. Records subject to audit shall also include those records necessary to evaluate and verify (1) compliance with the Contract; (2) proper pricing of Change Orders; and (3) Claims submitted by the Contractor pursuant to the execution of the Work.

§ 3.22.2 The Contractor shall afford access to all of the records upon request and shall allow the Owner and Construction Manager to interview and have access to records of any of the Contractor's current or former employees, subcontractors and any and all related parties to the Work, pursuant to the provisions of this Article throughout the term of the Contract and for a period of three (3) years after final payment or longer if required by law. This access will be afforded the Owner or Construction Manager at no additional cost, without additional charge either from the Contractor, or any third party who furnishes records.

§ 3.22.3 Contractor shall provide Owner with accessibility to records repository at reasonable times which are considered to be between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Adequate and appropriate work space shall be made available to Owner or designee and all requested Contract-related documentation shall be made readily accessible.

§ 3.22.4 Any adjustments and/or payments which result from any audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days from date of audit or inspection) from presentation of Owner's findings to Contractor.

§ 3.22.5 Contractor shall require all subcontractors, insurance and bonding agents, and suppliers (payees) to comply with the provision of this Article by insertion of the requirements herewith in written agreements between Contractor and payees.

§ 3.23 JOINT POLICY FOR SMALL BUSINESS ENTERPRISE, ECONOMIC INCLUSION AND WORKFORCE DEVELOPMENT FOR THE BANKS PROJECT

§ 3.23.1 Contractor shall comply with the terms and conditions of the Joint Policy For Small Business Enterprise, Economic Inclusion And Workforce Development For The Banks Project (the "Joint Policy") and the Small Business Enterprise Program Rules and Guidelines set forth in the Project Manual. Contractor and each of the subcontractors and suppliers shall provide to the Construction Manager, the information required pursuant to Sections 5.5, 6.6, and 9.1 of the Joint Policy.

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§ 3.23.2 Contractor hereby acknowledges and agrees to adhere to the Non-Discrimination Policy as set forth in the Joint Policy. Contractor further agrees that, in the hiring of employees for the performance of Work under the Contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the Work to which the employment relates (i) has not engaged, is not engaged and will not engage in any kind of unlawful discrimination involving race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief or place of birth, whether or not such unlawful discrimination is related to a contract or procurement activity involving the Project, and (ii) will not, for any purpose related to the Contractor's engagement with respect to the Project, employ or contract with any person or business which the Contractor knows or has reason to know has engaged, is engaged, or will engage in such unlawful discrimination, whether or not such unlawful discrimination is related to a contract or procurement activity or involving the Project.

§ 4.11 RESPONSIBLE BIDDER REQUIREMENTS

§ 4.11.1 Contractor shall comply with the terms and conditions of the Responsible Bidder Requirements set forth in the Project Manual.

ARTICLE 4 ENGINEERENGINEER AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Owner shall retain an Engineer lawfully licensed to practice Engineeringor an entity lawfully practicing Engineering in Ohio.. That person or entity is identified as the Engineerin the Agreement and is referred to throughout the Contract Documents as if singular in number. Any reference to EngineerEngineer in these General Conditions shall mean the Engineer, THP Limited, Inc.

§ 4.1.2 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.3 Duties, responsibilities and limitations of authority of the Construction Manager and Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Engineer and Contractor. Consent shall not be unreasonably withheld.

§ 4.1.4 If the employment of the Construction Manager or Engineer is terminated, the Owner shall employ a successor construction manager or engineers to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Engineer, respectively.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Engineer will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

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§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Engineer (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Engineer will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Engineer will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Engineer about matters arising out of or relating to the Contract Documents. Communications by and with the Engineer's consultants shall be through the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Engineer if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

§ 4.2.7 The Construction Manager and Engineer will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Engineer and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Engineer of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Engineer. However, neither the Engineer's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Engineer those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Engineer that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Engineer or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Engineer.

§ 4.2.10 The Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with

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information given and the design concept expressed in the Contract Documents. The Engineer's action will be taken in accordance with the submittal schedule approved by the Engineer or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Upon the Engineer's completed review, the Engineer shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.13 The Construction Manager and the Engineer will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7. and the Engineer will have authority to order minor changes in the Work as provided in Section 7.4. The Engineer, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Engineer and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Engineer in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Engineer pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Engineer a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 If the Owner and Engineer agree, the Engineer will provide one or more project representatives to assist in carrying out the Engineer's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.17 The Engineer will interpret and decide matters concerning performance under, and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor through the Construction Manager. The Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.18 Interpretations and decisions of the Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.19 The Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Engineer, with the Construction Manager's recommendation. The Engineer will review and respond in writing to the Construction Manager to requests for information about the Contract Documents.

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The Construction Manager's recommendation and the Engineer's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Engineer will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Engineer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Engineer has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Engineer or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Engineer to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Engineer has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Engineer makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11 and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Construction Manager and other Multiple Prime Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Engineer apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

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§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and other Multiple Prime Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, other Multiple Prime Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Engineer, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Engineer and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager and Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Engineer alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Engineer and Contractor, stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Engineer, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that

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application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Engineer. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Engineer will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Engineer determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Engineer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Engineer has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Engineer in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Engineer, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration, or by other causes that the Engineer, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 Schedule of Values

Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Engineer may require. This schedule, unless objected to by the Construction Manager or Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Engineer the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Engineer.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Engineer may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Engineer, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Engineer. Within seven days after the Engineer receives the Contractor's Application for Payment from the Construction Manager, the Engineer will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Engineer determines is properly due, or notify the Construction Manager and Owner in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Engineer's notice of withholding certification.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Engineer.

§ 9.4.3 Within seven days after the Engineer receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Engineer will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Engineer determines is properly due, or notify the Construction Manager and Owner in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Engineer's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance

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with the Contract Documents. The certification will also constitute a recommendation to the Engineer and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Engineer's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Engineer's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Engineer's certification will constitute a representation that, to the best of the Engineer's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Engineer.

§ 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Engineer may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Engineer's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Engineer is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Engineer is able to make such representations to the Owner. The Construction Manager or Engineer may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Engineer's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Engineer or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Engineer and the Construction Manager and both will reflect such payment on the next Certificate for Payment.

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§ 9.6 Progress Payments

§ 9.6.1 After the Engineer has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Engineer.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Engineer on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Engineer shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Construction Manager and Engineer do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Engineer or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Engineer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Engineer a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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§ 9.8.3 Upon receipt of the list, the Engineer, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Engineer's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer. In such case, the Contractor shall then submit a request for another inspection by the Engineer, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Engineer, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Engineer shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Engineer as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Engineer after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor and Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Engineer who will promptly make such inspection. When the Engineer, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Engineer will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Engineer's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Engineer through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Engineer so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents; or
- **.3** terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- **.4** construction or operations by the Owner or other Contractors.

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§ 10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss, including but not limited to Federal and State OSHA laws, rules, and regulations. The Contractor agrees to defend, hold harmless and indemnify the Owner, the Construction Manager and the Engineer and their agents and employees against claims, fines, losses and expenses (including attorney's fees) arising out of or resulting in whole or in part from Contractor's failure to comply with the Contract Documents, legal, safety requirements or other prudent or reasonable safeguards.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Engineer or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Engineer.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

(Paragraphs deleted)
§ 10.2.8 As part of their contractual obligations, each Contractor shall participate in a two hour safety orientation program conducted by the Construction Manager prior to starting any work on site.

§ 10.2.9 All work shall comply with regulations of OSHA and of other regulatory agencies having jurisdiction for the Work.

§ 10.2.10 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Work, as necessary, from injury by any cause.

§ 10.2.11 The Contractor shall promptly report in writing to the Owner and Construction Manager all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Construction Manager.

§ 10.2.12 The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the Project Site. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment related to the Work. The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the Project Site and adjacent property shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done

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by the hauling of equipment used in performance of the Work and shall correct such damage at Contractor's own expense.

§ 10.2.9 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB),encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Engineer in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Engineer the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Engineer will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Engineer has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Engineer have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Engineer, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

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§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1

(Paragraphs deleted)

Contractor Liability Insurance Forms

Contractor shall be required to carry insurance as follows:

§ 11.1.1.1.1 All Contractors shall submit Certificates of Insurance prior to execution of Agreement that fully comply with the requirements of the Contract Documents. Failure to provide certificates with the proper coverage and limits will result in delayed payment to the Contractor. The following is an outline of the insurance that must be provided and so indicated on the certificates of insurance.

.1 General Liability and Umbrella Insurance

(a) Contractor shall carry Comprehensive/Commercial General Liability and if necessary Commercial Umbrella insurance written on Insurance Service Office (ISO) form CG 0001 10 01 or its equivalent with limits not less than those indicated below as required by the Contract covering all operations by or on behalf of Contractor providing insurance for bodily injury liability and property damage liability including coverage for:

1. Premises operations
2. Products and completed operations
3. Contractual liability insuring the obligations assumed by Contractor in this Agreement
4. Broad form property damage (including completed operations)
5. Personal and advertising injury liability
6. Explosion, collapse, underground and subsidence hazards (no XCU exclusions are acceptable)
7. Independent contractor liability
8. EIFS (applies only to contractors providing this scope of work)
9. Incidental Medical Malpractice
10. Severability of interests

(b) The limits of liability shall be not less than these amounts required of Contractor under the Contract Documents or as set forth in Exhibit 1 to these General Conditions as "Contractor Insurance Requirements"

.iii Contractor's insurance shall be primary and non-contributing with respect to any insurance or self-insurance programs carried by Contractor or any of the Additional Insureds.

.2 Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned) providing limits of liability as set forth in Exhibit 1 to these General Conditions

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(a) If The Work requires the removal and transportation of hazardous materials from the Project Site, your Auto liability coverage must include pollution liability coverage applicable to all hazardous waste hauling vehicles including the MCS90 endorsement.

.3 Umbrella/Excess Liability Insurance

Contractor shall maintain Umbrella and Excess Liabilityinsurance on an occurrence basis in excess of the General Liability Insurance and Business Automobile Liability insurance, which is at least as broad as each of the underlying policies. The Umbrella and Excess Liability coverage shall be in the amounts and in accordance with the terms set forth on attached Exhibit 1 "Contractor Insurance Requirements.

.4 Additional Insured Requirements

(a) The Owner, Construction Manager, the City of Cincinnati and Engineer, and each entities officers, directors, employees, agents and mortgagees) shall be named as additional named insureds under the Contractor's CGL and Automobile policy for any liability arising out of the performance of the Work. Coverage under the CGL for all required additional named insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured endorsement form GC2010 11/85 as published by ISO. A copy of the endorsement form or must accompany the certificate furnished by Owner. Forms deemed by Owner and/or Construction Manager as equivalent will be accepted but must include additional insured status for ongoing operations and completed operations.

.5 Workers Compensation and Employer's Liability

(a) Workers Compensation -State of Ohio Statutory Limits and requirements as defined in Ohio Revised Code 4123

(b) This work is performed in Ohio and is a State of Ohio project, therefore an Ohio Bureau of Workers' Compensation (OBWC) approved Drug Free Work Place policy is required.

(c) Ohio Employer's Liability –You must, in addition to the above requirements, carry Ohio Employer's Liability coverage with limits of not less than $1,000,000 per occurrence and in the aggregate. Such coverage must not contain any exclusionary language that removes coverage for "substantially certain to occur" claims.

(d) If your work involves ANY employment on or adjacent to navigable waterways, then the workers' compensation policy must be endorsed to include U.S. Longshore and Harborworkers (USL&H) and Jones Act coverages as applicable.

(e) Contractor shall provide Board with copy of current OBWC Certificate of Premium Payment prior to commencement of work and upon each renewal date.

.6 General Insurance Requirements

(a) Certificate Holder shall be Board of Commissioners of Hamilton County Ohio and certificate of insurance is to be mailed to Hamilton County, Risk Manager, Room 607, 138 East Court Street, Cincinnati, OH 45202. The name of the Project "Banks Garage / Infrastructure and Streetgridshall be placed on the certificate. Copies of the certificate and supporting forms showing compliance with the insurance requirements must be provided prior to commencement of work. Certificate shall be reissued when any insurance coverage contained therein is renewed.

(b) Contractor's policies shall be endorsed to provide that there will be no cancellation or reduction in coverage without thirty (30) days prior written notice to Board of Commissioners of Hamilton County Ohio

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(c) Contractor shall ensure that all tiers of their subcontractors shall procure and maintain insurance in like form and adequate amounts including Additional Insured requirements, all as set forth in the Contractor Insurance Requirements agreement.

(d) Contractor's insurance shall be primary and non-contributing with respect to any insurance or self-insurance programs carried by Board of Commissioners of Hamilton County Ohio or any of the Additional Insureds.

(e) Umbrella Excess Liability in combination with primary liability coverages and limits as outlined above to satisfy the required limits of liability is acceptable.

(f) Umbrella / Excess liability coverage used in conjunction with primary policies shall have concurrency of effective dates with underlying policies; drop down feature, and; "Pay on behalf of" wording.

(g) Contractor shall provide Board with copy of current OBWC Certificate of Premium Payment prior to commencement of work and upon each renewal date.

§ 11.1.2 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract Documents and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

.2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

.5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

.7 claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.3 The insurance required by Section 11.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law or as set forth in Exhibit 1 to these General Conditions as "Contractor Insurance Requirements", whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

§ 11.1.4 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Engineer prior to execution of Agreement. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor in accordance with 11.1.1.1.5(b).

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§ 11.2 Owner's Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 Property Insurance
§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Engineer's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

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§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, Engineer, Engineer's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Engineer, Engineer's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner in good faith shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.

§ 11.4 BID GUARANTY AND CONTRACT BOND

§ 11.4.1 The Owner shall require the Contractor to furnish a Bid Guaranty and Contract Bond in accordance with section 153.571 of the Revised Code covering faithful performance of the Contract and payment of obligations arising thereunder as set forth in the Contract Documents. Including specifically:

.1 Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment;

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.2 Bonds shall be executed by a responsible surety licensed in Ohio, with a Best's rating of no less than A/XII and shall remain in effect for a period not less than two (2) years following the Date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer;

.3 The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to the Contract Sum;

.4 The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power;

.5 Every Bond under this Paragraph 11.4.1 must display the Surety's Bond Number.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.4.3 The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other material required by the surety. The Owner shall be notified by the Contractor, in writing, of all communications with the surety. The Owner may, in the Owner's sole discretion, inform surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Work.

§ 11.4.4 If the Surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Ohio or it ceases to meet the requirements of the preceding paragraph, Contractor shall within ten (10) days thereafter, substitute another bond and surety, both of which must conform to the requirements of the Project Manual and be otherwise acceptable to Owner.

§ 11.5 GENERAL REQUIREMENTS

§ 11.5.1 All insurance coverage procured by the Contractor shall be provided by insurance companies having policyholder ratings no lower than "A" and financial ratings not lower than "XII" in the Best's Insurance Guide, latest edition in effect as of the date of the Agreement, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

§ 11.5.2 If the Owner or the Contractor is damaged by the failure of the other party to purchase or maintain insurance required under Article 11, then the party who failed to purchase or maintain the insurance shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Engineer has not specifically requested to observe prior to its being covered, the Construction Manager or Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

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§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Engineer or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Engineer, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the **State of Ohio. Any litigation arising out of the Contract or construction Project shall be maintained in the Court of Common Pleas of Hamilton County, Ohio The parties further agree that this choice of venue is to be considered mandatory, and not permissive in nature, thereby precluding the possibility of litigation in any venue or jurisdiction other than that specified in this Section 13.1 The parties agree that any final judgment rendered in any such action or such proceeding as provided herein shall be conclusive as to the subject matter of such final judgment, subject only to any right of appeal provided**

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by the laws of the State of Ohio, and that once any such right of appeal has been exhausted or waived, such final judgment may be enforced in other jurisdictions in any manner provided by law.

It is the intent of Owner and Contractor that the Contract Documents comply, in all manners of form and substance, with the requirements of Chapter 153 of the Ohio Revised Code and other applicable law with respect to contracts for public improvements. In the event of any ambiguity, inconsistency or conflict between the any provision contained herein or in the Contract Documents and the requirements of applicable governing law, the requirements of applicable governing law shall control in all respects, and any such offending provision contained in the Contract Documents shall be deemed redrafted and reformed to the extent necessary to comply with applicable governing law.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Construction Manager, Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Engineer timely notice of when and where tests and inspections are to be made so that the Construction Manager and Engineer may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Construction Manager, Engineer, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Engineer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Engineer of when and where tests and inspections are to be made so that the Construction Manager and Engineer may be present for such procedures. Such costs except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

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such failure including those of repeated procedures and compensation for the Construction Manager's and Engineer's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Engineer.

§ 13.5.5 If the Construction Manager or Engineer is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or Engineer will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.6.1 As between the Owner and Contractor:

.1 **Before Substantial Completion**. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

.2 **Between Substantial Completion and Final Certificate for Payment**. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and

.3 **After Final Certificate for Payment**. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

§ 13.7 GENERAL PROVISIONS

§ 13.7.1 All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, paragraphs, and sub-paragraphs are for convenience only, and neither limit nor amplify the provisions of this Agreement in itself. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

§ 13.7.2 Whenever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed severable.

§ 13.7.3 Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of the Contract Documents.

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§ 13.7.4 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

§ 13.8 Contractor shall each enter into an agreement with the Owner on AIA Document A132-/CMa Standard Form of Agreement Between Owner and Contractor -2009 Construction Manager - Adviser Edition, as amended, and shall provide bonds to the Owner as described below.

§ 13.8.1 Execution of contracts, bonds and certificates: All contracts, bonds and certificates shall be executed and delivered within the time limits established in the Instructions to Bidders.

§ 13.8.2 Bid security: Failure to execute contract agreements and deliver contracts, bonds and other documents required within the time period established after acceptance shall be basis for forfeiture to the Owner of the bid security of the bidder or bidders responsible.

§ 13.9 The requirements listed as Subparagraphs to this Paragraph 13.9 apply to each successful bidder.

§ 13.9.1 Execution of Agreement: Subsequent to and within seven (7) calendar days of the notice of recommendation of award, the successful bidders shall return signed Agreements and pre-award submittals to the Construction Manager.

§ 13.9.2 Documents required prior to contract awards to be submitted by successful bidder for each contract:

.1 Insurance certificates.

.2 Certification of insurance company to do business in the State of Ohio as certified by the Ohio Department of Insurance.

.3 Worker's Compensation certificates.

.4 Schedule of values.

.5 List of proposed Subcontractors, manufacturers and suppliers.

.6 Notice of Furnishing. (Required by Ohio Lien Laws.)

.7 Projected Manpower Utilization

§ 13.9.3 Documents required at the preconstruction meeting to be submitted by each Contractor:

.1 Noncollusion Affidavits and EEO certification from all Subcontractors.

.2 Detailed schedule of values.

§ 13.10 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.11 Time Limits on Claims

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.11.

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

.3 Because the Construction Manager has not certified or the Engineer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Engineer, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Engineer, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

.5 is in material breach of any warranty or representation in the Contract Documents;

.6 fails to materially comply with any applicable Project Construction Schedule; Contractor's Construction Schedule;

.7 fails to proceed continuously with the construction and completion of the Work;

.8 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with the requirements of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to

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any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 If and to the extent necessary or appropriate in connection with bonds furnished by the Contractor, the Contractor's "default" may include, but is not limited to, any of the grounds for termination set forth in Subparagraph 14.2.1 and any of the grounds for withholding certification of or recommendation of payment set forth in Subparagraph 9.5.1.

§ 14.2.6 Upon termination of the Contract under Paragraph 14.2, the Owner expressly declines to accept performance of the Contract from Contractor's trustee in bankruptcy, if any, as contemplated by U.S.C. Title 11, Section 365. This declination shall not affect the Owner's rights under any bonds furnished by the Contractor.

§ 14.2.7 If, after notice of termination for failure to fulfill the Contract obligations, it is determined that the Contractor had not defaulted, termination shall be deemed to have been effected for the convenience of the Owner and the Contractor shall be paid in accordance with Paragraph 14.3.

§ 14.2.8 Under Paragraph 14.1, the Contractor will be paid only the value of Work completed and material supplied as of the date of termination, and shall not be paid for anticipated lost profits or consequential damages arising out of or resulting from such termination.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

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.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

(Paragraph deleted)

§ 14.3.3 All obligations of the Contractor under the Contract with respect to completion of the Work, including but not limited to, all warranties, guarantees and indemnities, shall apply to all Work completed or substantially completed by the Contractor prior to a convenience termination by the Owner. Notwithstanding the above, any convenience termination by the Owner or payments to the Contractor shall be without prejudice to any claims or legal remedies that the Owner may have against the Contractor for any cause.

§ 14.3.4 Upon a determination that a termination of this Contract, other than a termination for convenience under this Article, was wrongful or improper for any reason, such termination shall automatically be deemed converted to a convenience termination under this Article 14, and the Contractor's remedy for such wrongful termination shall be limited to the recoveries specified under Paragraph 14.3.2.

§ 14.3.5 In the event that Contractor is terminated, whether for cause or convenience, the Contractor's sole remedy shall be for damages subject to the terms, conditions and limitations described herein. In no event shall Contractor be entitled to reinstatement or other equitable relief from a court.

§ 14.3.6 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Time Limits on Claims. Claims by either party must be made within fourteen (14) days after occurrence of the event giving rise to such Claim or within fourteen (14) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later; provided, however, that the claimant shall use its best efforts to furnish notice of any Claim as expeditiously as possible after discovery of same, including, without limitation, Claims arising from concealed or unknown conditions, and, once such Claim is recognized, shall cooperate with the Construction Manager and the party against whom the Claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising from the condition which gives rise to the Claim. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

§ 15.1.3 Continuing Contract Performance. Pending final resolution of a Claim, including litigation, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. Owner shall notify Contractor in writing as to whether Owner agrees to and accepts said Claim, whether Owner accepts said Claim only in part, or whether Owner rejects said Claim in its entirety. Notwithstanding the rejection by Owner of all or part of a Claim, Contractor shall promptly comply with any written order of Owner or Construction Manager to carry out the Work underlying such Claim and so long as Contractor promptly complies and carries out the Work underlying such Claim, Contractor may, at its option, proceed with the Work "under protest" in order to preserve its rights to such claims as allowed under the applicable provisions of the Contract Documents. It is expressly understood and agreed that Owner has a right under the Contract Documents to reject, in whole or in part, any Claim submitted by Contractor if Owner reasonably and in good faith believes that such Claim is not valid or justified.

§ 15.1.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or reasonably inferable therefrom or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents or reasonably inferred therefrom then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than three (3) days after

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first observance of the conditions. The Construction Manager, with the Engineer's assistance will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Construction Manager, after consultation with the Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Construction Manager shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within three (3) days after the Construction Manager has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Construction Manager for initial determination, subject to further proceedings pursuant to Section 4.8. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews, and pre-construction services for the Project, or (2) inspections, tests, reviews, and pre-construction services which the Contractor had the opportunity to make or should have performed in connection with the Project.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4 .

(Paragraphs deleted)

§ 15.1.6 Claims for Additional Time.

§ 15.1.6.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given by Contractor to Construction Manager. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. Contractor confirms that prior to submitting its bid for this Project and in preparing the Contractor's Construction Schedule required under subparagraph 3.10.1, that it understands that inclement weather is not an excuse for delay. Adjustments to the Contract Time may be made in the event of unusually severe weather, provided that such weather conditions and the effects on the Project and the progress of the Work are properly documented by Contractor.

§ 15.1.6.3 No extension of time shall be granted to the Contractor for a delay caused by the Owner, Construction Manager, Engineer, any of the other contractors, or other causes beyond the Contractor's control, unless the delay affects the critical path of the Work and then only to the extent that the delay affects the critical path of the Work. No extension of time shall be granted to the Contractor to the extent that, notwithstanding the existence of any such circumstance beyond the Contractor's control, delay would have resulted in any event due to a concurrent unexcused delay by the Contractor.

§ 15.1.7 Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents;

.3 terms of special warranties required by the Contract Documents;

.4 damages, whether direct, consequential, indirect, liquidated or unliquidated, sustained or asserted either as a result of any wrongful act or neglect of the Contractor, or as a result of any breach of the Contract.

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§ 15.1.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding seven (7) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Sections 4.7.7 or 4.7.8.

§ 15.1.9 No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no Claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any Claim to an increase in the Contract Sum or change in the Contract Time.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Engineer will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Engineer and Construction Manager, if the Engineer or Construction Manager is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)

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Exhibit 1

CONTRACTOR INSURANCE REQUIREMENTS

FORM B (Contractors)

Board of Commissioners of Hamilton County Ohio requires that all Contractors submit a Certificate of Insurance prior to commencement of work that fully complies with the requirements of the Agreement. Failure to provide the certificate with the proper coverage and limits will result in delayed payment to the Contractor. The following is an outline of the insurance that must be provided and so indicated on the Contractor's certificate of insurance.

Commercial General Liability Insurance
Contractor shall carry Comprehensive/Commercial General Liability and if necessary Commercial Umbrella insurance written on Insurance Service Office (ISO) form CG 00 01 or its equivalent with limits not less than those indicated below as required by this Contract or Agreement covering all operations by or on behalf of Contractor providing insurance for bodily injury liability and property damage liability including coverage for:

1. Premises and operations
2. Products and completed operations
3. Contractual liability insuring the obligations assumed by Contractor in this Agreement
4. Broad form property damage (including completed operations)
5. Personal and advertising injury liability
6. Explosion, collapse, underground and subsidence hazards (no XCU exclusions are acceptable)
7. Independent contractor liability
8. EIFS (applies only to contractors providing this scope of work)
9. Incidental Medical Malpractice
10. Severability of interests
11. Waiver of subrogation

The limits of liability shall be not less than these amounts required of Contractor under the Contract Documents:

$1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)
$1,000,000 Personal Injury
$2,000,000 Products-Completed Operations Aggregate
$2,000,000 General Aggregate

- The general aggregate limit shall apply on a per project basis to Contractor's work under this Agreement per ISO endorsement CG 25 03.

Products-Completed Operations coverage must be maintained for a minimum period of five years from Substantial Completion of the project and provide coverage for Contractor and all Additional Insureds listed below.

Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned) providing limits of liability of not less than:

$1,000,000 combined single limit for bodily injury and property damage – each accident

If your contracted work requires the removal and transportation of hazardous materials from the project site, your Auto liability coverage must be amended to include pollution liability coverage applicable to all hazardous waste hauling vehicles and include the MCS90 endorsement.

Workers Compensation and Employer's Liability

Workers Compensation -State of Ohio Statutory Limits and requirements as defined in Ohio Revised Code 4123

This work is performed in Ohio and is a State of Ohio project, therefore an Ohio Bureau of Workers' Compensation (OBWC) approved Drug Free Work Place policy is required.

Ohio Employer's Liability –You must, in addition to the above requirements, carry Ohio Employer's Liability coverage with limits of not less than $1,000,000 per occurrence and in the aggregate. Such coverage must not contain any exclusionary language that removes coverage for "substantially certain to occur" claims.

If your work involves ANY employment on or adjacent to navigable waterways, then the workers' compensation policy must be endorsed to include U.S. Longshore and Harborworkers (USL&H) and Jones Act coverages as applicable.

Contractor shall provide Board with copy of current OBWC Certificate of Premium Payment prior to commencement of work and upon each renewal date.

Umbrella / Excess Liability Insurance

Contractor shall maintain Umbrella and Excess Liability insurance on an occurrence basis in excess of the Commercial General Liability insurance, and Business Automobile Liability insurance, which is at least as broad as each of the underlying policies. The Contractors Umbrella and Excess Liability shall contain coverage for:

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

The limits of liability shall not be less than these amounts:

$2,000,000 Each Occurrence

$2,000,000 Aggregate

Additional Insured Requirements

Description of Operations: The Banks – Phase 3B, Public Infrastructure Development – Parking Garage and Street Grid

The Owner (Board of County Commissioners Hamilton County Ohio), Construction Manager (Messer), the City of Cincinnati and Engineer (TEC Engineering, Inc.), and each entities' officers, directors, employees, agents, and mortgagees shall be named as additional insureds under the Contractor's CGL and Automobile policies for any liability arising out of the performance of the Work. Waiver of Subrogation applies in favor of additional insureds.

Coverage under the CGL for all required Additional Named Insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured endorsement form GC 20 10 published by ISO.

General Insurance Requirements

- Certificate Holder shall be Board of Commissioners of Hamilton County Ohio and certificate of insurance is to be mailed to Hamilton County, Risk Manager, Room 707, 138 East Court Street, Cincinnati, OH 45202. The name of the project "Banks Garage / Infrastructure shall be placed on the certificate. Copies of the certificate and supporting forms showing compliance with the insurance requirements must be provided prior to commencement of work. Certificate shall be reissued when any insurance coverage contained therein is renewed.
- Contractor's policies shall be endorsed to provide that there will be no cancellation or reduction in coverage without thirty (30) days prior written notice to Board of Commissioners of Hamilton County Ohio
- Contractor shall ensure that all tiers of their subcontractors shall procure and maintain insurance in like form and adequate amounts including Additional Insured requirements, all as set forth in the Contractor Insurance Requirements agreement.
- Contractor's insurance shall be primary and non-contributing with respect to any insurance or self-insurance programs carried by Board of Commissioners of Hamilton County Ohio or any of the Additional Insureds.
- Umbrella Excess Liability in combination with primary liability coverages and limits as outlined above to satisfy the required limits of liability is acceptable.
- Umbrella / Excess liability coverage used in conjunction with primary policies shall have concurrency of effective dates with underlying policies; drop down feature, and; "Pay on behalf of" wording.
- Contractor shall provide Board with copy of current OBWC Certificate of Premium Payment prior to commencement of work and upon each renewal date.

SECTION 008100

PROJECT SAFETY PROGRAM

PART 1 - GENERAL

1.1 The following provides a summary of Contractor's Safety Program requirements regarding worker safety and/or campus safety.

1.2 This summary should in no way be construed as being all-inclusive. It is issued as a guide to aid each Subcontractor in their understanding of the safety expectations on this project.

PART 2 - PRE-CONSTRUCTION SAFETY MEETING

A. A project specific safety plan will be developed by the Contractor and provided to Subcontractors that will reference more directly site safety requirements and provide the Emergency Action Plan, Site Requirements and General Requirements.

B. All Subcontractors will be required to provide, to Contractor, a site specific safety plan for review and approval before any work is to begin on site. This plan must describe the means and methods that the Subcontractor will be using to safely perform all work on site, and comply with all federal, state and local safety requirements. This site specific plan will be provide to the Contractor for review and approval before any work activities are to begin onsite.

C. Subcontractors must abide by the Messer Safety, Health and Environmental Requirements.

D. As a component of the Messer Safety, Health and Environmental Requirements, all Subcontractors will provide all SDS sheets (safety data sheets) for any and all chemicals that will be used on site, to be stored at the project operations office in a predetermined place, to ensure access for all.

E. Weekly Safety Meetings with all employees of this Subcontractor, documented by attendance sheets, typed safety topics (Tool Box Talks), a copy of the agenda, and minutes. This documentation is to be filed with Contractor on a weekly basis.

F. Weekly Safety Walk-Through of the jobsite by each Subcontractor’s Superintendent and Contractor’s onsite personnel documented by a listing of deficient items found, methods of correction, and date of correction. This documentation is to be filed with Contractor on a weekly basis.

2.2 Any updates made to this binder are to be issued by addendum by the Subcontractor.

2.3 Subcontractors will also be required to fill out a job safety analysis for each work activity that they will perform. The formwork and process for filling this JSA out will be reviewed in this meeting.

PART 3 - NEW WORKER SAFETY ORIENTATION

3.1 All workers (craft, management, etc.) are required to attend a jobsite safety orientation prior to the start of work. This orientation will address safety, risk analysis, and infection control requirements on this project. It is anticipated that this orientation will take approximately one hour to complete.

PART 4 - PROJECT SPECIFIC REQUIREMENTS

4.1 Hard hats are required to be worn at all times.

4.2 Every Subcontractor, including lower tier subcontractors, shall provide, and require its employees to utilize, eye protection at all times on this project. This requirement applies to all employees at all times while on site except during scheduled breaks away from potential eye hazards or while in a trailer performing office functions.

4.3 Gloves are required for anyone entering or working on the jobsite. Every Subcontractor, including lower tier subcontractors, is required to provide appropriate hand protection for their employees with glove selection based on task hazards presented for work performed.

4.4 High-visibility vests or clothing is required at all times. In addition, any persons directing traffic along roadways are to have reflective signage to direct traffic in addition to the other PPE requirements.

4.5 100% fall protection at or above 6’ for all personnel is required.

4.6 Guardrails are required on the perimeter all rooftops until final finish components need to be install at the perimeter. Warning lines will not be permitted.

4.7 Any barricade or safety device removed by a Subcontractor's employee(s) in order to perform the work shall be immediately re-erected as soon as that work activity is complete. Temporary barricades and controlled access zones must be established while the barricade is down. If the Subcontractor does not perform this in a timely manner, Contractor or designee will perform and back charge the Subcontractor.

4.8 Use of platform style step ladders are required on this project. Regular step ladders will not be permitted.

4.9 100% tie-off is required while using all forms of lifts, including scissors lifts.

4.10 All Subcontractors performing any hot work (grinding, welding, burning, etc.) are required to provide a fire watch person. Fire blankets are also required where necessary.

4.11 All Subcontractors preforming any overhead work will have approved plan to protect entire site from overhead hazards or falling objects before work is to begin.

4.12 Every Subcontractor, including lower tier subcontractors, will be required to conduct a “huddle” meeting prior to every work shift to discuss the activities of the shift and to establish a safe plan of action to accomplish the work. This meeting shall be conducted with all employees working on site by the onsite leader for each Subcontractor. It is to be an interactive meeting for all participants. Any potentially unsafe situations shall be assessed and dealt with prior to starting a particular activity. If the work intended to be performed changes over the course of the shift, it is the responsibility of the Subcontractor’s onsite leader to assure that the persons involved review and amend their safety plan accordingly before commencing the revised work. No activity shall proceed without a plan and the necessary equipment and processes to address any safety concerns.

4.13 Subcontractors will be required to address any site safety issues noted through Viewpoint within 24 hours after the issue has been noted.

PART 5 - MESSER SAFETY 4-SITE PROGRAM

5.1 Each Subcontractor and their lower tier subcontractors shall be subject to the Accountability Program as described herein. This Accountability Program provides for special attention to the OSHA Focus 4 Hazards (falls, electrical, struck by, caught in/between). For offenses (either actions or omissions) related to the OSHA Focus 4 Hazards, the following process shall apply:

A. First Violation by an Employee
   1. Upon notification by Messer of the violation, Subcontractor shall remove the employee or Messer shall remove its employee from the site for the remainder of that working day (and for the next working day also if removal occurs in the second half of the employee's shift). If the employee is a supervisor or if Subcontractor's supervisor is not readily available, Messer may direct the employee to leave the site and the incident shall be reported to Subcontractor's management.
   2. Upon return, the Subcontractor (or Messer if a Messer employee is involved) shall give the employee a one-page handout on the Focus 4 Hazards. Employee must read, sign and date. Subcontractor must discuss the violation at the next huddle meeting.

B. Second Violation by the same Employee
   1. This section applies in the case of violation by an employee (of a Subcontractor or of Messer) of the same Focus 4 Hazard within one year, or a different Focus 4 hazard within three months; otherwise a subsequent violation by the same employee is treated as a first violation by that individual.
   2. A Subcontractor employee will not be permitted to work on any Messer project for one year. Prior to return to work on Messer projects, the Subcontractor must propose remediation/training for that employee and the training must be acceptable to Messer.
   3. A Messer employee will not be eligible for re-hire for 30 days and the completion of a 10-Hour OSHA training program.

C. Second Violation for a Subcontractor
   1. This section applies in case of a second violation by a Subcontractor's employees on this project (whether the same or different employees are involved in the two incidents).
   2. Subcontractor is required to provide a dedicated, competent safety person to the project to supervise the daily huddle meetings and the work of the Subcontractor, at no additional cost to the Owner or to Messer. This safety person must be on site whenever the Contractor is performing work on the project, until such time that Subcontractor has demonstrated to Messer's satisfaction that a significant improvement with the Subcontractor's safety performance has occurred.

D. Multiple Violations
   1. This section applies if Subcontractor fails to have a dedicated safety person on site at all times while its work is being performed after being cited for a Second Violation for a Subcontractor, or if a Subcontractor incurs a total of three or more covered violations on this and any other Messer projects collectively, during any 12-month period.

   2. If the Subcontractor has a direct contract with Messer, Messer may terminate those contracts for cause without further notice or opportunity to cure, and thereafter pursue all other available remedies for such default. If the Subcontractor does not have a direct contract with Messer, Messer may direct the Subcontractor under which the violating Subcontractor is working to remove the violating Subcontractor

permanently from the project; in that event, the higher-tier Subcontractor has the responsibility of fulfilling the violating Subcontractor's work by other means at no additional cost to the Owner or Messer. If Messer elects not to terminate, Messer may impose other reasonable sanctions including fines and additional safety assurance requirements.

E. Additional Terms

1. This Program is subject to change by Messer from time to time with notice to Subcontractor; however, Subcontractor is not required to accept material increases in its obligations or liability under the Program without its consent.
2. It is the intention of the Program to cover violations related to Focus 4 Hazards which are of a significant nature; however, it is NOT necessary to have an accident in order to find a violation. The attached summary outlines several examples of violations for each Focus 4 Hazard that are deemed to be covered; for any situation not listed on the attached summary, Messer's good faith determination as to whether it is a covered violation or not shall be final. Every identified violation will be reviewed by the supervisor of the site manager to ensure consistency of interpretation of a violation of the Focus Four Non-negotiables (see chart below).
3. In Messer's discretion, a group of related individual violations may be treated as a single violation at the Subcontractor level. For example, if several Subcontractor employees engaged in related work are failing to use required fall protection, each such employee will be charged with an individual violation when the situation is discovered by Messer but if Subcontractor has no previous violations on this project, Messer may treat the incident as a single violation for Subcontractor and not impose Second Violation or Multiple Violation sanctions on Subcontractor.
4. For purposes of Multiple Sanctions, "Messer projects" include all projects in which Subcontractor is a subcontractor or material supplier of any tier under Messer, and all projects in which Messer provides construction management services covering Subcontractor pursuant to an agreement with the Owner.
5. It is not Messer's intention to interfere in Subcontractor's relationship with its employees. When feasible, significant actions under the Program such as excluding an employee from the project site will be notified by Messer to a supervisory employee of the Subcontractor for the Subcontractor to put into effect immediately, but Messer reserves the right to take immediate action to rectify unsafe situations, and to direct a Subcontractor employee to leave the site if Subcontractor management personnel are not on site. If Subcontractor is directed to remove an employee from the site, the disposition of the employee after leaving the site and any resulting compensation issues for the employee are solely between the Subcontractor and the employee, and the Program does not require that the Subcontractor withhold pay from the employee for the time that the employee is barred from the site, but there shall be no additional cost to the Owner or Messer for the Work as a result of exclusion of an employee or any other action taken pursuant to the Program.
6. Messer and the Owner do not assume any responsibility whatsoever to Subcontractor, to its employees, or to third parties, for supervising or monitoring the safety precautions or compliance of the Subcontractor and its employees; Subcontractor remains solely responsible for these matters and shall defend and

fully indemnify the Owner and Messer, as provided in the Subcontract Documents, against any claims or damages resulting from safety violations or other negligence of Subcontractor employees. Messer assumes no duty to anyone to detect and require correction of violations. Messer may, but is not required to, make periodic inspections of the project site. By establishing the Program and conducting other safety-related activities on the project, Messer is not undertaking any duty to Subcontractor, to Subcontractor's employees, or to third parties concerning safety on the project and any such duty is expressly disclaimed.

7. Sanctions provided under the Program for individuals and the Subcontractor are not exclusive and Messer reserves all other remedies provided under the Subcontract Documents or by law.
8. The Owner and Messer shall have no liability whatsoever to any Subcontractor or Subcontractor's employee or any third party for actions taken by Messer pursuant to the Program in good faith, even if it is later determined that such action was factually or legally unjustified.
9. A Subcontractor is not charged with a violation under the Program for any violation committed by an employee of a sub-subcontractor or material supplier to that Subcontractor, as long as the Subcontractor's supervisory personnel did not know about or condone the violation prior to the violation being observed by Messer. However, each Subcontractor must take all necessary actions to make the Program binding on its lower tiers and to cooperate with Messer in implementing any applicable sanctions against its lower tiers. Sub-subcontractors shall be entities with written agreements that include similar terms and conditions as those of Subcontractors with direct contracts with Messer. In the absence of such written agreements, Sub-subcontractor employees and representatives shall be treated as employees of the Subcontractor.

END OF SECTION 00 81 00

SECTION 01 35 43 – ENVIRONMENTAL PROCEDURES – 5S PROGRAM

PART 1 - GENERAL

1.1 SUMMARY

A. The Messer Zero Injury culture embraces the 5S Strategy to create a safe, organized jobsite to prevent slips, trips and falls.

B. The Messer 5S Program has been put in place to drive consistency across all projects and set a "Best in Class" standard to help achieve Zero Injury by eliminating slips/trips/falls from poor housekeeping/organization.

C. This summary should in no way be construed as being all-inclusive. It is issued as a guide to aid each Subcontractor in their understanding of the 5S expectations on this project.

1.2 PROJECT DESCRIPTION AND REQUIREMENTS

A. As a part of the Lean Culture on Messer project sites, the team is instituting the following MINIMUM requirements for each trade contractor to achieve a safer more productive project.

B. Failure to abide by any of the requirements below will result in a back charge of $250/man hour needed to address any deficiencies.

C. The components of the 5S Program are as follows:

1. **SORT - Just in time Deliveries**: Materials are only allowed to be delivered to the site if they will be installed within a one week time period of delivery. Any materials that will not be installed must be removed from the site. All materials must be stored in designated areas and out of egress pathways and access locations.

2. **Straighten – Organized Material & Equipment Storage:** Materials and equipment must be stored in designated laydown areas. Walking and working spaces must be kept organized at all times. No material or equipment is allowed to be stored in egress/access paths. Storage requirements for exterior and interior spaces are as follows:

    a. Exterior – Materials and equipment must be stored in designated areas on dunnage, pallets or carts.

    b. Interior – Materials and equipment must be stored in designated areas on pallets, carts or racks and easily moveable on wheels.

3. **Shine – Continuous Daily Cleanup:** Requirements for continuous cleanup for exterior and interior spaces area as follows:

    a. Exterior
        1) Each trade contractor shall immediately pick up all of their debris and deposit it into mobile trash carts/hoppers (provided by respective trade contractor). Each trade contractor is responsible for emptying these containers into a dumpster provided by Messer.

2) Every trade contractor is required at the end of each and every workday to cleanup and organize equipment, materials and debris from that day's work activities and clean their work area.

b. Interior: Nothing Hits the Floor – Daily cleanup:

1) *Every work crew has a cart* with necessary cleaning tools. Each trade contractor shall immediately deposit their debris into mobile trash carts (provide by respective trade contractor). Each trade contractor is responsible to remove these carts from the building daily and empty them into a dumpster provided by Messer.

2) Every trade contractor is required at the end of every workday to cleanup and organize equipment, materials, and debris from that day's work activities and sweep their work area.

3) Electrical cords, welding leads, temporary heat, and temporary water lines are to be off the floor 100% of the time and suspended using non-conductive materials.

4. **Standardize – Color Coded Delivery Process:** Each trade contractor will be designated a specific paint or sticker color (designated by Messer and provided by respective trade contractor) to mark all deliverables to the project. All materials, including but not limited to, pallets, packaging, boxes, buckets, etc., must be marked with their respective paint color. All items that are not marked upon arrival at the project site, will be rejected.

5. **Sustain – Composite Broom Crew:** Every week, or at Messer's request, each company shall provide personnel to participate in cleaning all unidentified debris and broom sweeping for a full work shift or until complete. This polishing effort is in addition to normal daily cleaning.

a. Each trade contractor shall provide (1) person for every (10) people working on site for respective company (including subcontractors) to participate in composite crew.

1) Minimum participation by each trade contractor is (1) person, regardless of number of people trade contractor has on site up to (10).

2) Participation requirement applies for each week the trade contractor has personnel on the project site.

b. Each trade contractor shall furnish all equipment, including but not limited to, brooms, shovels, and dump carts, to complete this activity.

c. CM will determine the location and scope of the composite cleaning crew each week as dictated by the project conditions. It is understood that this may include "exterior trades" will need to work inside the building and vice versa as project conditions require to maintain the best possible project conditions.

d. Failure to provide the personnel and equipment as described above will result in a backcharge per 1.2.B above.

1.3 ASSIGNMENT OF RESPONSIBILITY

A. The CM will provide the following as a part of the 5S Program

1. Logistics planning for designated material storage and assignment of color codes

2. Dumpsters located appropriately for trade contractors to empty carts

3. Oversight of composite cleaning crews.

B. Each trade contractor will provide, at a minimum, the following for the 5S Program

1. Mobile Trash Carts/Hopper
   a. One cart per each individual crew
   b. Covers for carts as applicable to project work requirements

2. Cleaning Equipment
   a. Brooms, shovels, etc., for daily cleanup and composite crews

3. Marking Paint and/or Colored Tags for materials, equipment, etc., brought to the project site.

C. Color Codes for all trade contractor material delivered to/stored on the project site are as follows:

Construction Manager	Green	
General Trades	Red	
Sitework	Yellow	
Steel	Dark Blue	
Roofing	White	
Aluminum & Glass	Orange	
Framing & Drywall	Light Blue	
Flooring	Maroon	
Fire Protection	Pink	
Plumbing	Purple	
HVAC	Silver	
Electric	Light Green	
Telecommunications	Brown	
Painting	Black	

END OF SECTION 01 35 43

SECTION 008260
JOINT POLICY FOR SMALL BUSINESS ENTERPRISE, ECONOMIC INCLUSION AND WORKFORCE DEVELOPMENT FOR THE BANKS PROJECT

PART 1 GENERAL

1.1 SUMMARY

A. Joint Policy for Small Business Enterprise, Economic Inclusion and Workforce Development

B. Subcontractor Approval Request (Form 2004)

C. Subcontractor Monthly Business Utilization Report (Form 2005)

D. Subcontractor Substitution (Form 2006)

E. Workforce Monthly Tracking (Form WF-01)

F. Workforce Number of Employees Report (Form WF-02)

G. Workforce Monthly Employee Information Report (Form-WF-03)

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

JOINT POLICY FOR SMALL BUSINESS ENTERPRISE, ECONOMIC INCLUSION AND WORKFORCE DEVELOPMENT FOR THE BANKS PROJECT

1. Banks Project Economic Inclusion Policy

1.1 Purpose. The Banks project is a joint property development project of Hamilton County, Ohio (the "County"), the City of Cincinnati, Ohio (the "City") and a master developer, Riverbanks Renaissance, LLC (the "Developer"). The Mayor of the City, Cincinnati City Council (the "Council") and the Commissioners of Hamilton County, Ohio (the "Commissioners") have established this Joint Policy for Small Business Enterprise, Economic Inclusion and Workforce Development (this "Banks Inclusion Policy") for the Banks development project (the "Banks Project") for the purpose of promoting equal business opportunity for small and disadvantaged businesses, including minority-owned and women-owned firms, and to ensure that such businesses receive or participate directly or indirectly in contracts and procurements related to the Banks Project awarded by the County and/or the City. Further, this Banks Inclusion Policy has been adopted to support and encourage the participation of small businesses and disadvantaged businesses, including, but not limited to, those owned by minorities and women, in the retail, hospitality and entertainment components of the Banks Project through active recruitment, facilitation of relationships and aggressive information-sharing. This Banks Inclusion Policy also has been established for the purposes of ensuring non-discrimination in the award and administration of such contracts and procurements and to promote the economic inclusion of qualified workers in the local region through employment opportunities related to the Banks Project.

2. Non-Discrimination Policy

2.1 Contracts and Procurements. The County and the City each is an equal business opportunity government which provides, and will continue to provide, equal access to contracting and procurement opportunities for all businesses. It is the policy of the County and the City that no contracts should be awarded, and no procurement decisions should be made, by or on behalf of the County and/or the City as the result of unlawful discrimination based upon race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief or place of birth.

2.2 Employment. The County and the City each has a long-standing commitment to ensuring non-discrimination and equal opportunity in employment. Under federal and state laws, the County and the City are obligated to avoid unlawful discrimination, to ensure that their respective contractors and suppliers avoid unlawful discrimination, and to ensure that contractors, subcontractors and suppliers for the Banks Project are selected by the County, the City and their respective contractors and suppliers without engaging in unlawful discrimination. Prior to being awarded a contract or procurement with the County or the City, each Contractor shall be required to certify in writing to the County or the City, as the case may be, that (a) the Contractor will comply with all of the requirements of this non-discrimination policy (the "Non-discrimination Policy") and (b) the Contractor, directly or indirectly, (i) has not engaged, is not

engaged and will not engage in any kind of unlawful discrimination involving race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief or place of birth, whether or not such unlawful discrimination is related to a contract or procurement activity involving the Banks Project, and (ii) will not, for any purpose related to the Contractor's engagement with respect to the Banks Project, employ or contract with any person or business which the Contractor knows or has reason to know has engaged, is engaged, or will engage in such unlawful discrimination, whether or not such unlawful discrimination is related to a contract or procurement activity or involving the Banks Project. As used herein, "**Contractor**" means any bidder, contractor, subcontractor, professional service provider, supplier, vendor or other person doing business with or soliciting business from the County and/or the City relating to the Banks Project, unless the context otherwise requires.

3. DBE Policy Statement and Objectives [49 CFR Part 26.23]

3.1 Policy and Objectives. The County and the City have received, or may receive, federal financial assistance from the U. S. Department of Transportation (the "DOT") to finance a portion of the Banks Project and, as a condition to receiving such assistance, must comply with DOT regulations under 49 CFR Part 26, "***Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs***". In order to comply with DOT requirements and to give effect to this Banks Inclusion Policy, the County and the City have adopted this Disadvantaged Business Enterprise (as defined below) policy ("DBE Policy") and have established a Disadvantaged Business Enterprise program for DOT-assisted contracts related to the Banks Project (the "DBE Program") in accordance with applicable DOT regulations. It is the policy of the County and the City to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in DOT-assisted contracts ("DBE Policy"). It also is the policy and objectives of the County and the City:

(a) To ensure non-discrimination in the award and administration of DOT-assisted contracts;

(b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;

(c) To ensure that only firms that fully meet eligibility standards set forth in 49 CFR Part 26 are permitted to participate as DBEs in the DBE Program;

(d) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;

(e) To help remove barriers to the participation of DBEs in DOT-assisted contracts; and

(f) To assist with the development of firms that can compete successfully in the marketplace outside of the DBE Program.

3.2 Liaison Officer. The Director of Hamilton County Small Business Development has been designated as the DBE liaison officer for the DBE Program (the "DBE Liaison Officer"). In that capacity, he/she is responsible for implementing all aspects of the DBE Program and ensuring that the County and the City comply with all provisions of 49 CFR Part 26 in connection with the award and performance of DOT-assisted contracts related to the Banks Project. Implementation of the DBE Program shall be accorded the same priority as compliance with all other legal obligations incurred by the County and the City in their financial assistance agreements with the DOT. The DBE Liaison Officer shall have direct and independent access to the Commissioners, the County Administrator of Hamilton County (the "County Administrator"), the Mayor of Cincinnati (the "Mayor") and the Council with respect to matters concerning the DBE Program. [49 CFR Part 26.25]

3.3 Dissemination of Policy. The County has disseminated or will disseminate this DBE Policy statement to the Commissioners and all departments and divisions of the County. The City has disseminated or will disseminate this DBE Policy statement to the Mayor and all departments and divisions of the City. This DBE Policy statement also shall be distributed to DBEs and non-DBE business communities that currently perform, or have performed, work for the County or the City on DOT-assisted contracts by publishing this statement in general circulation, minority-focused and trade association publications, by electronic or regular mail to local disadvantaged business development organizations and by posting a copy of this DBE Policy statement on the County's website and the City's website. [49 CFR Part 26.23]

3.4 No Quotas or Set-Asides. Neither the County nor the City will use quotas or will set aside contracts for DBEs on DOT-assisted contracts or in any way in the administration of the DBE Program, except as permitted under DOT regulations to address egregious instances of unlawful discrimination. [49 CFR Part 26.43]

3.5 Expiration. The County and the City shall continue to carry out the DBE Program until all funds from DOT financial assistance for the Banks Project have been expended. [49 CFR Part 26.21(c)]

4. DBE Program Requirements

4.1 Definitions. [49 CFR Part 26.5]

4.1.1 "**Disadvantaged Business Enterprise**" or "**DBE**" means a for-profit small business concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. To be eligible for DBE certification under the DBE Program, (i) a firm (including its affiliates) must be an existing small business, as defined by the U. S. Small Business Administration ("SBA") standards, and must not have average annual gross receipts as defined by SBA regulations over the firm's previous three fiscal years in excess of $20.41 million (subject to adjustment from time to time for inflation); [49 CFR Part 26.65]

4.1.2 "**DOT-Assisted Contract**" means any contract between the County and/or the City and a contractor (at any tier), funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land;

4.1.3 **"Socially and economically disadvantaged individual**" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(a) An individual who the County or the City finds to be a socially and economically disadvantaged individual on a case-by-case basis;

(b) An individual in one or more of the following groups, members of which are *rebuttably presumed* to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women; and

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

An individual whose personal net worth exceeds $750,000 (excluding the individual's ownership interest in the firm applying for DBE certification, the individual's equity in his or her primary residence and any contingent liabilities) is deemed not to be economically disadvantaged. [49 CFR Part 26.67(d)]

All terms used in this DBE Policy statement which otherwise are not defined in this statement shall have the respective meanings assigned to them, if any, in 49 CFR Part 26.

4.2 Non-Discrimination. [49 CFR Part 26.7] Neither the County nor the City will exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. In administering the DBE Program, neither the County nor the City will, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex or national origin.

4.3 DBE Financial Institutions. [49 CFR Part 26.27] The County and the City will investigate thoroughly the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the County, if any, and shall make reasonable efforts to use these institutions and to encourage prime contractors for DOT-assisted contracts related to the Banks Project to use such institutions. Any information on the availability of such institutions shall be maintained by the DBE Liaison Officer.

4.4 DBE Directory. [49 CFR Part 26.31] The County and the City shall maintain and make available to interested persons a directory identifying all firms eligible to participate as DBEs in the DBE Program. For each firm, the directory will include its address, phone number, and types of work the firm has been certified to perform as a DBE. The directory will be made available on request to interested persons, including bidders, for work related to the Banks Project in connection with their efforts to meet the DBE goals established by the County and the City and made a part of bid specifications. The directory will serve as a primary source for locating potential contractors and suppliers. The directory will be revised at least annually and updated information included in the directory will be made available to contractors and the public on request.

4.5 Required Contract Clauses. Both the County and the City will require the following assurance to be included in every DOT-assisted contract between the County or the City, as the case may be, and a contractor, and in each subcontract the contractor signs with a subcontractor:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County and/or the City deems appropriate." [49 CFR Part 26.13(b)]

The County and the City will include the following clause in each DBE-assisted prime contract:

"The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the County and/or the City. If the County and/or the City require retainage from the prime contractor and incremental acceptances of portions, as determined by the County or the City, as the case may be, of the contract work are made by the County and/or the City, then the prime contractor agrees to return all related retainage from subcontractors, if any, within ten (10) days after receiving payment from the County and/or the City for the contract work satisfactorily completed and accepted by the County and/or the City, including such incremental acceptances of portions of such work. Any delay or postponement of payment over ten (10) days may occur only for good cause following written approval of the County and/or the City, as applicable, which approval shall not be unreasonably withheld, conditioned or delayed. This clause applies to both DBE and non-DBE subcontracts. Each subcontractor shall provide in all contracts with lower tier subcontractors or suppliers clauses requiring that the subcontractor shall pay the lower tier subcontractors and suppliers in accordance with the foregoing provisions. Any violation of these provisions by the prime contractor may be considered a breach of contract and may result in the suspension or termination of this contract or such other remedy as deemed appropriate by the County or the City, as the case may be, and DOT. The foregoing requirements shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the prime contractor or any subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance and/or noncompliance by a subcontractor." [49 CFR Part 26.29]

4.6 <u>Monitoring and Enforcement Mechanisms</u>. [49 CFR Part 26.37]The County and the City will monitor DBE contracts, DBE scheduled work and payments to contractors related to the Banks Project in order to ensure compliance with this DBE Program and that work committed to DBEs at contract award is actually performed by DBEs. Non-compliance with this DBE Policy by the offending party may be considered a breach of contract and may result in the suspension or termination of that party's contract or such other remedy as deemed appropriate by the County or the City, as the case may be, and the DOT. The County and the City will bring to the attention of the DOT any false, fraudulent, or dishonest conduct in connection with the DBE Program known to the County or the City, as the case may be, as provided in 49 CFR Part 26.109. [49 CFR Part 26.37] The County and the City also will consider similar action under the County's or the City's own legal authorities granted through the contract documents, including responsibility determinations in future contracts.

4.7 <u>Overall DBE Goals</u>. [49 CFR Part 26.45]

(a) The County and the City, together with the Ohio Department of Transportation ("ODOT"), are required to and have established an overall goal for DBE participation in DOT-assisted contracts related to the Banks Project in accordance with the provisions of 49 CFR Part 26.45. The overall DBE participation goal must be based on demonstrable evidence of the availability of DBEs in the County which are ready, willing and able to participate in the DOT-assisted contracts relative to all businesses in the County which are ready, willing and able to participate in such contracts. The goal also must reflect the determination of the County, the City and ODOT of the level of DBE participation expected

absent the effects of discrimination. The overall goal for utilization of DBEs in connection with the publicly-funded portion of the Banks Project with respect to DOT-assisted contracts is _____% (the "DBE Goal"). **[NOTE: DBE PARTICIPATION GOAL TO BE SET BY ODOT WITH RECOMMENDATION FROM THE COUNTY AND THE CITY.]**

The Developer for the Banks Project fully supports the DBE Policy and the DBE Goal for the publicly-funded portion of the Banks Project.

(b) The County and the City will meet the maximum feasible portion of the DBE Goal by using ***race-neutral*** means to facilitate DBE participation in the Banks Project. The County and the City will attempt to achieve increased DBE participation in DOT-assisted contracts through ***race-neutral*** means, including, but not limited to, encouraging prime contractors to subcontract portions of the work on the Banks Project to DBEs, including work that such prime contractors otherwise might perform with their own work forces; ensuring the inclusion of DBEs and other small businesses on the County's and/or the City's mailing lists for bidders; and advising prime contractors of the County's website and the City's website with DBE information. [49 CFR Part 26.51(a)]

(c) The County and the City will use ***contract goals*** to meet any portion of the DBE Goal that the County and the City project cannot be met using ***race-neutral*** means. ***Contract goals*** shall be established so that, over the period to which the overall goal applies, the ***contract goals*** cumulatively will result in meeting any portion of the DBE Goal that is not projected to be met through the use of ***race-neutral*** measures. The County and the City will establish ***contract goals*** only on those DOT-assisted contracts that have subcontracting possibilities. The County and the City will not be required to establish ***contract goals*** on every such contract, and the size of ***contract goals*** will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work, etc.). [49 CFR Parts 26.51(d) and (e)] The County and the City will express ***contract goals*** as a percentage of the total amount of a DOT-assisted contract**.**

4.8 <u>Good Faith Efforts</u>. [49 CFR Part 26.53] When the County and/or the City has established a DBE ***contract goal***, the County and/or the City will award the contract only to a bidder/offeror who makes good faith efforts to meet the goal as required under 49 CFR Part 26.53. Compliance with good faith efforts requirements will be treated as a matter of responsiveness to bid specifications. Each solicitation for which a **contract goal** has been established will require the bidders/offerors to submit the following information with each bid submitted:

(a) The names and business and e-mail addresses of DBE firms that will participate in the contract;

(b) A description of the work that each DBE firm will perform;

(c) The dollar amount of the participation of each DBE firm participating;

(d) Written and signed documentation of commitment to use DBE subcontractors whose participation it submits to meet a ***contract goal***;

(e) Written and signed confirmation from each DBE firm that it is participating in the contract as provided in the prime Contractor's commitment; and

(f) If the contract goal is not met, evidence of good faith efforts of the bidder/offeror to meet such goal.

4.9 Counting DBE Participation. [49 CFR Part 26.55] The County and the City will count DBE participation towards overall and ***contract goals*** under the DBE Program as provided in 49 CFR Part 26.55.

4.10 DBE Certification. [49 CFR Part 26.83] Only firms certified as eligible DBEs as described in 49 CFR Part 26.83 are eligible to participate in the DBE Program.

5. SBE Policy Statement and Objectives

5.1 Policy and Objectives. The County and the City recognize that small businesses contribute financially to the County and the City through the payment of local taxes and the employment of local residents, who themselves support the County and the City through the payment of local taxes. The County and the City also acknowledge that small businesses generally have an economic and competitive disadvantage with respect to County and City contract and procurement opportunities because of their size and economic status. The County and the City believe that the growth and development of these economically-disadvantaged small businesses will increase the number of qualified business competitors in the local community, will improve and strengthen the local tax base which supports the County and the City, and will have a positive impact on the local workforce. It is the policy of the County and the City to support and encourage the participation of economically-disadvantaged small businesses in their procurement and contracting activities, including such activities related to the Banks Project (the "SBE Policy"). Accordingly, as part of the Banks Inclusion Policy, the County and the City have established the Banks Small Business Program (the "SBE Program") to encourage the participation of small businesses, directly and indirectly, in the contracts and procurements awarded by the County and/or the City related to the Banks Project. As part of the SBE Program, the County and the City also will encourage Contractors awarded Banks Project contracts to engage or use small businesses as subcontractors and/or suppliers for work to be performed under such contracts. Further, the County and the City will collect data to measure the participation of small businesses and minority and women-owned businesses in contracting and procurement activities related to the Banks Project. On an annual basis during the completion of the Banks Project, the County and the City will review this SBE Policy and the SBE Program and, if appropriate, will modify the policy and/or the program to more effectively achieve the objective of including small businesses in the contracting and procurement activities of the County and/or the City relating to the Banks Project.

5.2 Definitions. For purposes of this SBE Policy and the SBE Program, as used herein, "**small business**", "**small business enterprise**" and "**SBE**" means a "**small business enterprise**" as defined under Section 323-1-S of the Municipal Code of the City of Cincinnati, Ohio, except that any requirement for the maintenance of fixed offices within the geographical boundaries of the County or the City (or any other geographic area) contained in such definition will not be applicable for purposes of the SBE Program. As used herein, "**Contractor**" means any bidder, contractor, subcontractor, professional service provider, supplier, vendor or other person doing business with or soliciting business from the County and/or the City relating to the Banks Project, unless the context otherwise requires.

5.3. SBE Participation Goals.

(a) In furtherance of the SBE Policy, it is the goal of the County and the City to award to small businesses, directly or indirectly through contracting, subcontracting and/or procurement activities of Contractors, contracts and procurements which represent at least 30% for Construction, 15% for Commodities and General Services and 10% for Professional Services, respectively, of the aggregate dollars spent annually by the County and/or the City on the Banks Project (the "SBE Goal"). In order to achieve the SBE Goal, the County and the City will encourage Contractors to use small businesses in the performance of contracts awarded to them relating to the Banks Project.

The Developer for the Banks Project fully supports the SBE Policy and the SBE Goals for the publicly-funded portion of the Banks Project and, with respect to the privately-funded portion, it is the goal of the Developer to achieve percentage goals equal to the SBE Goals with respect to the use of small business enterprises.

(b) The following categories are hereby established to identify the contracting and procurement activities covered by this SBE Policy, which categories may be amended from time to time by the County and the City:

(i) **Category A. – Construction:** including, without limitations, any and all contracts relating to new construction and the construction, renovation and/or maintenance of buildings, facilities and other erected structures owned or leased by the County and/or the City and the rehabilitation, remodeling and repairs of roads and bridges.

(ii) **Category B. – Commodities:** including, without limitations, the purchase of all goods, equipment, office and other supplies, art, furniture, and other tangible personal property otherwise not covered by Categories A, C and D herein.

(iii) **Category C. - General Services:** including, without limitations, the procurement of advertising, printing, non-construction repairs, janitorial services, training seminars and workshops, computer and information systems security, shipping and mailing, microfiche and microfilm, courier, storage, travel, consulting and any other non-professional services.

(iv) **Category D. – Professional Services:** including, without limitations, the purchase of any and all services for which applicable selection criteria may require a bidder or Contractor to possess a license or other certificate of competency, such as in the areas of accounting and auditing, insurance, laboratory, legal, medical and transportation, or as otherwise described as consultants in the Ohio Revised Code.

(c) Each Contractor for the Banks Project will be required to submit to the County and/or the City, as the case may be, with the Contractor's bid a plan for the engagement of small businesses by the Contractor in connection with the Banks Project. A Contractor's failure to submit a small business utilization plan to the County and/or City with the Contractor's bid may result in a determination that the bid is non-responsive and rejection of the bid.

(d) The County and/or the City may establish goals for the utilization of SBEs for each contract awarded by the County or the City, as the case may be, in connection with the Banks Project, and the goal related to each contract may differ from the goals for other contracts because of the availability of SBEs or other factors.

(e) The County and the City are required to award all contracts for the Banks Project to the "**lowest and best**" bidder. Accordingly, inability of a Contractor to meet the established contract goal or any other goal set forth in this SBE Policy with respect to the utilization of SBEs will not exclude the Contractor from award of a contract if the Contractor's bid otherwise is deemed by the County and/or the City, as the case may be, to be the "**lowest and best**" bid.

(f) For purposes of determining whether the SBE Goal is reached, SBE participation in Banks Project contracts will be counted as follows:

(i) The total dollar value of the contract awarded to an eligible SBE will be counted toward the SBE Goal;

(ii) The County or the City may count toward the SBE Goal a portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and contract of the SBE in the joint venture;

(iii) The County or the City may count toward the SBE Goal only expenditures to SBEs that perform a "**commercially useful function**" in the work of a contract. An SBE is considered to perform a "**commercially useful function**" when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. A business which stocks sufficient quantities of supplies in direct inventory, held for sale or resale, to cover anticipated future demands for the supplies engages in a "**commercially useful function"** for purposes of the SBE Program. SBEs that engage in the business of providing brokerage shall not be deemed to perform a "**commercially useful function**" unless the brokerage services are those required or sought by the County or the City, as the case may be. To determine whether an SBE is performing a commercially useful function, the County or the City, as the case may be, will evaluate the amount of work subcontracted, industry practices, and other relevant factors; and

(iv) Consistent with normal industry practices, an SBE may enter into subcontracts. If an SBE subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the SBE will be presumed not to be performing a commercially useful function. The SBE may present evidence to rebut this presumption to the County or the City, whichever has awarded the relevant contract.

5.4 <u>Program Support</u>. To facilitate the use of small businesses by Contractors, the County and the City, working together with the Consultant (as hereinafter defined), will:

5.4.1 Sponsor and hold pre-bid meetings to inform potential bidders of the SBE Goal and the availability of small businesses to perform work related to or to serve as suppliers for the Banks Project;

5.4.2 Notify small businesses of contracting, subcontracting and procurement opportunities related to the Banks Project directly and by placing notices and specifications related to such opportunities in their respective government bulletins; and, as funding permits, in major local newspapers in general circulation, local trade and trade association publications, small business enterprise media and other periodicals;

5.4.3 Provide copies of bid notices to local trade associations, local small business chambers of commerce, technical assistance agencies and small business contractor associations;

5.4.4 Provide small businesses with information and list of resources relating to insurance, bonding and financing;

5.4.5 Encourage the formation of joint ventures among small businesses and between small businesses and prime Contractors which may provide an opportunity for small businesses to gain experience;

5.4.6 Make copies of specifications and requests for proposals available for review by any prospective bidder;

5.4.7 Conduct outreach events directed to small businesses regarding contracting procedures and specific contracting opportunities related to the Banks Project;

5.4.8 Make available a list of small business resources that may assist with the development and improvement of immediate and long-term business management, recordkeeping and financial and accounting capabilities; and

5.4.9 Develop and distribute to potential Contractors for the Banks Project through print and electronic means a current directory of small businesses which are certified in accordance with this SBE Policy and which are available to serve as subcontractors and suppliers for the Banks Project, categorized by types of firms to facilitate identifying SBEs with capabilities relevant to a particular specification. Each SBE listing will contain the business name, contact person, mailing and e-mail addresses, phone number, legal structure of the business, and details concerning the SBE's specialty(ies). The directory will be continuously updated and maintained electronically as well as in hard copy. In compiling the directory, the County and the City will seek to identify and certify as many SBEs as possible that have the potential of doing business related to the Banks Project.

5.5 <u>Monitoring SBE Participation</u>.

(a) The County and the City will monitor and track the participation of small businesses in the Banks Project to determine if the SBE Goal is being met and whether Contractors are in compliance with the Non-discrimination Policy. In order to assist the County and the City in that effort, each Contractor for the Banks Project will be required to:

(i) submit to the awarding government entity (the County or the City, as appropriate) with each contract bid related to the Banks Project information regarding any and all small businesses proposed to be used by the Contractor in connection with the performance of the contract, including, but not limited to, a list of the name, business and e-mail addresses and telephone number of, and a brief description of the services to be performed or procurements to be filled (including the amount to be paid for such services or procurements) by, each such small business, which list also shall identify specifically each minority and women-owned business to be utilized in performing the contract if awarded to the Contractor; and

(ii) upon award of a contract related to the Banks Project, compile and deliver to the County and the City ***monthly*** reports regarding the engagement of small businesses in connection with the Banks Project in

sufficient detail so as to allow the County and the City to monitor and track the participation of small businesses in contract and procurement activities related to the Banks Project, including, but not limited to, a list of the name, business and e-mail addresses, telephone number and federal tax identification number of, and a brief description of the actual services performed or procurements filled by (including the amount paid or to be paid for such services or procurements), each small business during the period covered by the report in connection with the Banks Project contract or procurement awarded to such Contractor. In addition, for monitoring purposes, each such report shall identify specifically each minority and women-owned business included in the list.

(b) A Contractor's non-compliance with the foregoing disclosure or reporting requirements may be considered a breach of contract and may result in the suspension or termination of the Contractor's contract related to the Banks Project or such other remedy as may be deemed appropriate by the County and/or the City.

(c) The County and the City at least annually will prepare or cause to be prepared a consolidated report based on a compilation and analysis of the reports submitted by the Developer and other information, if any, provided to the County and the City by Contractors, regarding the use of small businesses for contracts and procurements related to the Banks Project. The report also will discuss the use of minority-owned and women-owned businesses for services and procurements related to the Banks Project to the extent that such information is available to the County and/or the City. The report will be made available promptly to the general public on the County's and the City's websites as well as in hard copy upon request.

5.6 SBE Certification. For purposes of the Banks Project, only small businesses which are certified by the City pursuant to Section 323-1-S of the Municipal Code of the City of Cincinnati, Ohio will be eligible to participate in the SBE Program. Notwithstanding the foregoing, no requirement regarding the maintenance of fixed offices within the geographical boundaries of the County or the City (or any other geographic area) will be required for such certification.

5.7 Limitations. The provisions of this SBE Policy shall not apply to contracts or procurements valued at $5,000 or less. In addition, the provisions of this SBE Policy shall not apply to the publicly-funded portion of the Banks Project to the extent that applicable federal and/or state laws, regulations or policies prohibit the application of this SBE Policy to such portion.

5.8 Application of Other SBE Policies. This SBE Policy and the SBE Program established pursuant hereto shall be applied to all contracts and procurements of the County and/or the City awarded or to be awarded in connection with the Banks Project in lieu of any other existing small business enterprise policy, program or contracting and procurement requirements of the County and/or the City.

6. Workforce Development Policy Statement and Objective [41 CFR Part 60]

6.1 Policy and Objectives. The County and the City are equal opportunity employers. The County and the City believe that the reduction in unemployment among local residents, particularly minorities and women, constitutes a valid local government purpose. The County and the City also recognize their obligation to use contracting and procurement activities to facilitate the creation of jobs for unemployed and underemployed individuals. In addition, a portion of the Banks Project will be financed by the federal government through DOT, which requires compliance with Executive Order No. 11246, as amended (the "Executive Order"), and regulations promulgated by the U. S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP"), under 41 CFR Part 60 (the "DOL Regulations"). The Executive Order prohibits discrimination in employment and requires affirmative action by contractors and subcontractors to ensure equal employment opportunities without regard to race, color, sex, religion and/or national origin in performing non-exempt federally-assisted construction contracts and subcontracts. The Executive Order and the DOL Regulations apply to a construction contractor's or subcontractor's employees who are engaged in on-site construction, including those construction employees who work on a non-federally assisted construction site. It is the policy of the County and the City to comply, and to require all Contractors awarded contracts or subcontracts related to the Banks Project to comply, with the Executive Order and the DOL regulations ("Banks Workforce Policy") to the extent applicable. Therefore, in order to increase the capacity of minorities and women to participate in local construction projects, to promote the employment of minorities and women in connection with the Banks Project and to comply with the Executive Order and the DOL regulations, as part of the Banks Inclusion Policy, the County and the City have established the Banks Workforce Development Program (the "Banks Workforce Program"). Each Contractor working on the publicly-funded portion of the Banks Project shall comply with all applicable provisions of the Executive Order, the DOL Regulations and all other rules, regulations, and relevant orders of the U. S. Secretary of Labor. For purposes of this policy, "**Contractor**" means any bidder, contractor, subcontractor, professional service provider, supplier, vendor or other person doing business with or soliciting business from the County and/or the City relating to the Banks Project, unless the context otherwise requires.

All terms used in this Banks Workforce Policy statement which otherwise are not defined in this statement shall have the respective meanings assigned to them, if any, in the Executive Order and/or the DOL Regulations.

6.2 Required Contract Clauses.

(a) Pursuant to the DOL Regulations, the equal opportunity clause published at 41 CFR Part 60-1.4(b) (the "Equal Opportunity Clause") is required to be included in, and to be made a part of, all nonexempt federally-assisted construction contracts and subcontracts. Each Contractor working on the publicly-funded portion of the Banks Project shall include the Equal Opportunity Clause in each of its contracts and subcontracts. The Equal Opportunity Clause shall be considered to be part of each contract and subcontract related to the

Banks Project required by the Executive Order or the DOL Regulations to include such a clause, whether or not such clause is physically incorporated in such contract. [41 CFR Part 60-4.3(a)]

(b) The Standard Federal Equal Employment Opportunity Construction Contract Specifications published at 41 CFR Part 60-4.3(a) (the "Specifications") are required to be included in, and to be made a part of, all federal and federally-assisted construction contracts in excess of $10,000 to be performed in geographical areas designated by the Director of OFCCP (the "Director") pursuant to 41 CFR Part 60-4.6 and in construction subcontracts in excess of $10,000 necessary in whole or in part to the performance of nonconstruction federal contracts and subcontracts covered under the Executive Order. Each Contractor working on the publicly-funded portion of the Banks Project shall include the Specifications in each of its contracts and subcontracts as may be required under the Executive Order and/or the DOL Regulations. The Specifications shall be considered part of each contract and subcontract required by the DOL Regulations to include such a clause, whether or not such clause is physically incorporated in such contracts. [41 CFR Part 60-4.3(a)]

6.3 Affirmative Action Program. [41 CFR Part 60-1.40] Each nonconstruction Contractor awarded a contract by the County or the City related to the publicly-funded portion of the Banks Project, if the Contractor has 50 or more employees and a federally-assisted contract of $50,000 or more, or has United States bills of lading which in any 12-month period total, or can reasonably be expected to total, $50,000 or more, shall develop and maintain a written affirmative action program for each of its establishments. Each Contractor awarded a contract or subcontract related to the Banks Project shall require each of its nonconstruction subcontractors, if the nonconstruction subcontractor has 50 or more employees and a federally-assisted contract of $50,000 or more, or has United States bills of lading which in any 12-month period total, or can reasonably be expected to total, $50,000 or more, to develop and maintain a written affirmative action program for each of its establishments. An affirmative action program required by this section must comply with applicable DOL Regulations, must be developed within 120 days from the commencement of the awarded Banks Project related contract and must be updated annually. [41 CFR Part 60-1.40(a)] In order to comply with DOL Regulations, an affirmative action program must include the components specified in 41 CFR Parts 60-2.10(b) and 60-2.17, including placement goals for minorities and women. As part of its affirmative action program, a Contractor must conduct a workforce analysis of each job title, determine workforce availability of women and minorities for each job group, and conduct a utilization analysis to determine whether women or minority group persons are "underutilized" in any job group. Based on these analyses, the Contractor shall establish goals to overcome the underutilization of minorities and women and shall make a good faith effort to achieve those goals.

6.4 The Banks Project Workforce Participation Goals. [41 CFR Parts 60-4.3 and 60-4.6]

(a) Under the Executive Order and DOL Regulations, construction Contractors are not required to maintain a written affirmative action program, but must make ***good faith efforts*** to meet demographic goals related to geographic specific census data for minorities and a ***nationwide*** goal for women as determined by the Director or his designee. From time to time, the Director issues goals for minorities and women utilization based on appropriate workforce

demographic or other relevant data, which covers construction projects or construction contracts performed in specific geographical areas. The goals for minority and women participation in construction projects are expressed in percentage terms for the covered Contractor's aggregate workforce in ***each*** construction trade on ***all*** construction sites. The current percentage goal for the utilization of women established by the Director is 6.9% of work hours and applies to all of a Contractor's construction sites regardless of where the federal or federally-assisted contract is being performed. Minority utilization goals are formulated in terms of work hours performed in a specific Standard Metropolitan Statistical Area ("SMSA") or Economic Area, and the specified goals apply to all of a Contractor's work in the SMSA, both federally-assisted and private construction work. Therefore, the current goals for minorities and women participation in the workforce for the Banks Project as established by the Director are as follows:

	Goal for minority participation in each trade	Goal for women participation in each trade
For Hamilton County:	11.0%	6.9%
For City of Cincinnati:	11.0%	6.9%

It is the aim of the County and the City to achieve the workforce participation goals with respect to the Banks Project as set forth above. In addition, based upon current labor force information, the County and the City have established a combined goal for the participation of minorities and women in the workforce for the Banks Project of 22% (the "Workforce Participation Goals").

The Developer for the Banks Project fully supports this Banks Project workforce policy (the "Banks Workforce Policy") and the Workforce Participation Goals for the publicly-funded portion of the Banks Project and, with respect to the privately-funded portion, it is the goal of the Developer to achieve significant participation of minorities and women as measured in labor hours.

(b) In accordance with the Executive Order and the DOL Regulations, the Workforce Participation Goals apply to a covered Banks Project construction Contractor's total construction workforce in the SMSA, even if some of the Contractor's employees perform work under non-federal or nonfederally-assisted construction contracts or subcontracts and even though such work may occur in geographical areas where the Contractor does not currently work on federal or federally-assisted construction projects. The goals applicable to other construction work performed by a Contractor outside of the SMSA (which includes the County and the City) are the goals established by the Director for those geographic areas where such other construction work is being performed.

6.5 <u>Good Faith Efforts</u>. [41 CFR Part 60-4.3]

(a) In order to achieve the Workforce Participation Goals, construction Contractors working on the publicly-funded portion of the Banks Project are required to use their ***good faith efforts*** to increase the utilization of minorities and women in the skilled construction trades. Further, pursuant to the Executive Order and DOL Regulations, construction Contractors working on the publicly-funded portion of the Banks Project must take certain action to

demonstrate their ***good faith efforts*** to achieve the Workforce Participation Goals, including, but not limited to:

6.5.1 Maintaining a work environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work;

6.5.2 Establishing and maintaining current lists of minority and women recruitment sources; providing written notification to minority and women recruitment sources and to community organizations when the Contractor has employment opportunities available; and maintaining a record of the organizations' responses;

6.5.3 Maintaining current files containing the names, residence and e-mail addresses and telephone numbers of each minority or woman off-the-street applicant and minority or woman referral from a union, recruitment source or community organization and of what action was taken with respect to each such individual;

6.5.4 Developing on-the-job training opportunities and/or participating in training programs for the area which expressly include minorities and women, and providing notice of these training opportunities and job programs to recruitment sources, state employment offices and other referral sources compiled by the Contractor as required under DOL Regulations;

6.5.5 Disseminating the Contractor's equal employment opportunity policy to unions and training programs, requesting their cooperation and assistance in meeting equal employment opportunity obligations, and disseminating the Contractor's equal employment opportunity policy by including it in the Contractor's policy manual or collective bargaining agreement, by publicizing it in the Contractor's newspaper, annual report , etc. (if any), by specific review of the policy with all management personnel and with all minority and women employees at least once a year, and by posting the Contractor's equal employment opportunity policy on bulletin boards accessible to all employees at each location where the construction work is performed;

6.5.6 Disseminating the Contractor's equal employment opportunity policy in advertising and in the news media of general circulation (including minority and women news media);

6.5.7 Directing recruitment efforts, both oral and written, to minority, women and community organizations, to schools with minority and female students and to minority and women recruitment and training organizations serving the Contractor's recruitment area and employment needs;

6.5.8 Encouraging current minority and women employees to recruit other minorities and women; and

6.5.9 Documenting and maintaining records of all solicitations of offers for subcontracts from minority and women construction contractors and suppliers, including circulating solicitations to minority and women contractor associations and other business associations.

(b) Although Contractors are required to make ***good faith efforts*** to meet the Workforce Participation Goals, the goals are neither quotas, set-asides nor a device to achieve proportional representation or equal results. The Workforce Participation Goals are not intended to require a Contractor to hire a person who does not have the qualifications needed to perform the assigned job successfully, to hire an unqualified person in preference to another applicant who is qualified, or to hire a less qualified person in preference to a more qualified person. Rather the goals are used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent barriers to equal employment opportunities related to the Banks Project, and no sanctions will be imposed on a Contractor solely for failure to meet the Workforce Participation Goals.

(c) To promote and facilitate such employment, the County and the City, working together and through the Consultant (as hereinafter defined) and/or the Southwest Ohio Regional Workforce Investment Board (the "SWORWIB"), which is funded jointly by the County and the City, will:

6.5.10 Sponsor and hold pre-bid meetings to inform potential bidders of the Workforce Participation Goals and the availability of qualified minorities and women to work on the Banks Project;

6.5.11 Notify minorities and women of employment opportunities related to the Banks Project by placing notices of such opportunities in their respective government bulletins, on their respective websites and, as funding permits, in major local newspapers of general circulation, local trade and trade association publications, small business enterprise media and other periodicals;

6.5.12 Provide copies of notices of employment opportunities related to the Banks Project to local minority and women trade associations, local minority and women chambers of commerce, technical assistance agencies, employment agencies, community resource organizations and minority and women contractor associations;

6.5.13 Work with various community-based/workforce development programs that provide instruction and training opportunities for minorities and women interested in gaining experience in construction and related fields to establish a job readiness program for, and to increase the pool of minorities and women qualified to work on, the Banks Project;

6.5.14 Coordinate with local union and non-union pre-apprenticeship programs, career, and technical centers, universities, educational associations, and local community organizations who provide workforce development programs to identify minorities and women interested in pursuing careers or jobs in the construction industry; and

6.5.15 Implement pre-apprenticeship programs to develop the skill levels of minorities and women interested in pursuing jobs in the construction industry.

In addition, working together and through the SWORWIB, the County and the City will use their best efforts to develop and distribute to potential Contractors for the Banks Project through print and electronic means a current directory of qualified minority and women construction and other workers available for employment related to the Banks Project, categorized by types of experience and skills to facilitate identifying minorities and women with skills and capabilities relevant to particular job requirements. To the extent permissible by law, each listing will contain the name, residence and e-mail addresses, telephone number, and details concerning the job qualifications of each individual. The directory will be continuously updated and maintained electronically as well as in hard copy.

(d) The Workforce Participation Goals established herein are interim and designed to be reasonably attainable. The County and the City will review the Workforce Participation Goals at least annually and, if legally permissible and appropriate, based upon the relevant facts and circumstances, from time to time, the County and the City may modify or adjust the Workforce Participation Goals.

6.6 <u>Monitoring the Banks Project Workforce Participation</u>.

(a) The County and the City, working together and through the Consultant, will monitor and track the participation and employment of minorities and women as construction and other workers in connection with the Banks Project to determine if the Workforce Participation Goals are being met. In order to assist the County and the City in that effort, each Contractor awarded a contract for the Banks Project will be required to:

(i) submit to the awarding government entity (the County or the City, as appropriate) promptly after such award information regarding the number of full and part-time employees of the Contractor who will work on the Banks Project, identifying such employees who are minorities and women, including, but not limited to, a list of the name, residence and e-mail addresses, and telephone number of, and a brief general description of the work to be performed by, each such employee, information regarding whether the Contractor expects to hire additional employees to work on the Banks Project and, if so, a brief general description of the skills and capabilities requirements for each such additional employee; and

(ii) compile and deliver to the County and the City ***monthly*** reports regarding the employment, if any, of additional minorities and women to work on the Banks Project.

(b) A Contractor's non-compliance with the requirements of the Executive Order, the DOL Regulations, this Banks Workforce Policy or the Banks Workforce Program, as

such provisions are applicable with respect to the publicly-funded portion of the Project, may be considered a breach of contract and may result in the suspension or termination of the Contractor's contract related to the Banks Project or such other remedy as may be deemed appropriate by the County and/or the City.

6. 7 Limitations. The provisions of this Banks Workforce Policy and the Banks Workforce Program shall not apply to a Contractor with a federally-assisted construction contract or subcontract valued at $10,000 or less**.** [40 CFR 60-4.1]

7. Employee Readiness Program

7.1 Establishment. In order to accomplish the Workforce Participation Goals, the County and the City, working together and with the SWORWIB, will cause to be established an employee readiness program (the "ERP") to work in conjunction with various community-based workforce development programs to increase the construction skill levels of County and City residents and to help them reach the qualification levels needed to gain entry into union and open shop apprenticeship programs. Additional details regarding the role and make-up of the ERP are set forth in Schedule A attached. To facilitate this effort, the County and the City, working together and through the Consultant, will:

(a) Coordinate with various community-based workforce development programs that provide instruction and training opportunities for those interested in gaining experience in construction industry and related fields;

(b) Coordinate with local union and non-union pre-apprenticeship programs, career, and technical centers, universities, and educational associations and organizations to identify and engage those interested in pursuing careers in the construction industry and related fields; and

(c) Advertise and promote the availability of workforce project opportunities in a broad-based manner.

7.2 Employee Readiness Committee. The County and the City endorse the work and efforts of the SWORWIB and will encourage the SWORWIB to establish an employee readiness committee (the "ERC") to oversee implementation of the ERP. The purpose of the ERC will be to evaluate the effectiveness of the ERP and new and existing apprenticeship programs which are available to residents of the County and/or the City. The membership of the ERC should include an elected official, Contractors, union and non-union officials, a SWORWIB member, and apprenticeship representatives. The ERC should provide input and recommendations to the SWORWIB and, in turn, the SWORWIB should report quarterly to the County, the City and the Consultant about the progress and effectiveness of the ERP.

8. Inclusion Outreach Consultant

8. 1 Engagement of Consultant. In order to facilitate the implementation and administration of this Banks Inclusion Policy, including the DBE Program, the SBE Program and the Banks Workforce Program, the County, the City and the Developer will hire an inclusion outreach consultant (the "Consultant") to assist with the Banks Project. The Consultant will be responsible for conducting extensive outreach programs directed at DBEs, including minority and women-owned businesses, SBEs, and qualified minorities and women construction workers, during the preconstruction and construction phases of the Banks Project. The Consultant also will be responsible for tracking, monitoring and preparing monthly participation reports on the utilization of DBEs, including minority and women-owned businesses, SBEs and qualified minorities and women construction workers in connection with the Banks Project.

8.2 Other Duties of Consultant. The Consultant will work cooperatively with the Hamilton County Office of Small Business Development (the "Small Business Development Office"), and the City of Cincinnati Office of Contract Compliance (the "COCC") in connection with the implementation and administration of this Banks Inclusion Policy. In addition, the Consultant will seek input and advice regarding effective outreach efforts as contemplated by this Banks Inclusion Policy from business leaders, DBEs, small business owners and representatives of trade associations and community organizations, including, but not limited to, the Greater Cincinnati & Northern Kentucky African American Chamber of Commerce, the Cincinnati USA Hispanic Chamber of Commerce, the Cincinnati USA Regional Chamber of Commerce, the Greater Cincinnati Building & Construction Trades Council, Allied Construction Industries (ACI), Ohio Valley Chapter of Associated Builders and Contractors, Inc., South Central Ohio Minority Business Council, Cincinnati Women In Construction, Cincinnati Business Incubator, the Cincinnati Minority Contractors Business Assistance Program, the Cincinnati-Hamilton County Community Action Agency, the Cincinnati Unit of the NAACP, the Hamilton County Department of Job and Family Services and the Cincinnati Workforce Development Center.

9. Socio-Economic Impact

9.1 Data Collection and Analysis. The County and the City anticipate that the Banks Project will have a significant and positive social and economic impact on the Greater Cincinnati and Hamilton County region. The County and the City also believe that it is important to measure such impact, particularly in the census tract areas within the SMSA that includes the County and the City (the "Hamilton County SMSA") which have been deemed to be economically distressed. For that purpose, the County and the City will collect and analyze social and economic data to monitor and measure the regional impact of the Banks Project. To assist the County and the City and to facilitate such efforts, each Contractor for the Banks Project will be required to:

(a) prepare and submit to the awarding government entity (the County or the City, as appropriate) quarterly reports regarding:

(i) the use of first-tier subcontractors, suppliers and vendors in connection with the Banks Project during the period covered by the report, including, but not limited to, (i) the name and principal business address of each subcontractor, supplier and vendor and (ii) the dollar value of each Banks Project related subcontract and procurement awarded by the Contractor to the first-tier subcontractor, supplier or vendor during the covered period; and

(ii) the number of persons employed by the Contractor to work on the Banks Project (or to perform any work directly or indirectly related to the Banks Project) during the covered period who reside in the SMSA which includes Hamilton County, together with the aggregate amount of salaries and gross wages paid to such persons, based upon each zip code included in such geographic area.

Each Banks Project related subcontract between a Contractor and a first-tier subcontractor, supplier or vendor shall require the subcontractor, supplier or vendor to prepare and submit to the government entity that awarded the prime contract or procurement to the Contractor (the County or the City, as appropriate) quarterly reports containing information as described or otherwise required pursuant to this provision with respect to the subcontractor's first-tier subcontractor supplier or vendor contract, procurement and/or employment activities related to such awarded subcontract or procurement.

9.2 Limitations. The provisions of Section 9.01 shall not apply to individual Banks Project related contracts, subcontracts and/or procurements valued at $10,000 or less, unless or until the aggregate value of a series of such contracts, subcontracts and/or procurements awarded to the same Contractor, subcontractor, supplier or vendor exceeds $10,000. The information described under Section 9.01(a)(ii) shall not be required for a supplier or vendor that does not have any office, supply warehouse or distribution facility located within [50] miles of the County.

10. Rules and Guidelines

10.1 Authorization. The Small Business Development Office and the COCC are authorized to jointly prepare and issue rules and guidelines for the implementation and administration of this Banks Inclusion Policy consistent with the purposes and intent of such policy as set forth herein. Nothing set forth herein or in such rules and guidelines should be interpreted or applied in any manner that would be in violation of existing applicable state or federal law. **[Accordingly, the Banks Project Small Business Enterprise Program Rules and Guidelines dated _____, 2007 have been developed by the Small Business Development Office and the COCC and specifically apply to this Banks Inclusion Policy.]**

SCHEDULE A

Employee Readiness Program

[TO BE ATTACHED]

Print Legibly or Type

Form 2004
The Banks Project
Revised April 2015

The Banks – Public Infrastructure Development Parking Garage and Street Grid

FORM 2004
SUBCONTRACTOR APPROVAL REQUEST
Statement of Intent to Utilize Firms

Bid or Proposal Reference Number: _____

This form must be completed for each subcontractor, subconsultant and/or supplier, and submitted **to the Construction Manager after bid opening, but before contract award and before work begins**. Information recorded herein will be incorporated in the Contractor's contract. All subcontractors and/or suppliers must be approved prior to starting work on the project.

Contractor Name	Type of Inclusion Program (circle one): SBE DBE	Contract Amount $
Contractor Representative	Title	Telephone Number
Contractor Address	City/State	Zip Code
Federal Tax ID #	E-mail Address	

SUBCONTRACTOR

Subcontractor Name	Address	City/State/Zip Code
Subcontractor Representative	Title	Telephone Number
Federal Tax ID #	E-mail Address	

Is Subcontractor a SBE certified by the City of Cincinnati Office of Contract Compliance? YES or NO
OR
Is Subcontractor a DBE certified through the Ohio DBE Unified Certification Program? YES or NO

ITEM NUMBER	DESCRIPTION OF WORK AND/OR SUPPLIES	SUBCONTRACTOR'S CONTRACT AMOUNT $	% OF TOTAL CONTRACT PRICE	ESTIMATED START DATE	COMPLETION DATE
	Total Value of Work				

SIGNATURES

Subcontractor Representative	Date
Contractor Representative	Date
City of Cincinnati Contract Compliance Officer	Date
Hamilton County Compliance Officer	Date

If Additional Space is Needed, Please Use Copies of This Form

The Banks – Public Infrastructure Development Parking Garage and Street Grid
Subcontractor Monthly Business Utilization Report

Contractor Name:	**Approved Contract Value $:**	**Trade Contract #:**	**Bid or Proposal #:**	**Type of Inclusion Program:** SBE or DBE
Date Submitted:	**Reporting Period: From**	**To**	**Contractor Pay Application #:**	
Contact Person:	**Business Type:** (Circle all that apply) **SBE MBE WBE NONE**			
Contractor Address:	**Federal Tax ID Number:**			
Contractor City/State/Zip Code:			**County:**	
Telephone Number:	**Email:**			
Trade Contract Description:				

Subcontractor Reporting

List All Subcontractors/Suppliers (Name of Subcontractor/Supplier, Name of Contact Person, Street Address, Zip, Phone #, Email)	**Business Type** (SBE/ MBE/WBE/ NONE) **Indicate All That Apply**	**Federal Tax ID #**	**Description of Work/Supplies**	**Original Subcontract Amount**	**Total Authorized Change Order Amount To Date**	**Total Subcontract Amount**	*****$ Amount to be paid for this reporting period**	**Total Amount Paid to Date**	**Pay App #, Invoice or P.O. # (Include "F" if final payment)**

***** Column should reflect information entered on form AIA Document G703 column E**

The undersigned certifies that the information recorded above is correct, and that each of the representations set forth above is true. The undersigned further acknowledges that any misrepresentation hereon may result in termination of contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Authorized Contractor Representative: _____ _____ _____

Signature **Title** **Date**

If Additional Space is Needed, Please Use Copies of This Form.

THE BANKS PROJECT
SBE/DBE/MBE/WBE SUBCONTRACTOR SUBSTITUTION REQUEST
Bid Reference No. _____

THIS FORM MUST BE COMPLETED AND APPROVED BY THE BANKS REVIEW COMMITTEE PRIOR TO TERMINATING A CONTRACT WITH A SMALL BUSINESS ENTERPRISE (SBE) OR DISADVANTAGED BUSINESS ENTERPRISE (DBE) AFTER THE BIDS OR PROPOSALS HAVE BEEN SUBMITTED OR CONTRACT HAS BEEN AWARDED. **CONTRACTOR MUST PROVIDE A WRITTEN EXPLANATION FOR THE SUBSITUTION REQUEST. I**NFORMATION **RECORDED** HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT.

Company Name: _____ **Project Name:** _____

Address: _____ **Date Submitted**_____

_____will be substituted for _____ to perform work on
(Name of Subcontractor/Supplier ***(Name of Subcontractor/Supplier)***

Or supply goods for the above described contract.

_____ will enter into a formal agreement for the work upon approval by the Owner and agrees with
(Subcontractor/Supplier)

New Subcontractor/Supplier EIN#: _____ Circle Type of Business: SBE DBE MBE WBE NONE

Must attach a copy of the reason for SBE substitution for review prior to any contractor performing work on this portion of the project.

ITEM NUMBER	DESCRIPTION OF WORK	SUBCONTRACT/P.O. PRICE	% OF TOTAL CONTRACT PRICE	START DATE	COMPLETION DATE
	Total Value of Work				

Prime/General Contractor:

Signature of Company Representative_____

Title: _____ **Date:** _____ **EIN#:**_____

Subcontractor/Supplier Replaced: I relinquish my quote for the above contract.

Signature of CompanyRepresentative_____

Title: _____ **Date:** _____ **EIN#:**_____

Request : Approved_____ Denied_____

_____Date _____
Authorized Committee Representative Signature

FOREPERSON - Directly supervise and coordinate activities of construction. (Sample: Construction Foreman, Construction Superintendent, Construction Supervisor, Field Supervisor, Foreman, Job Superintendent, Project Superintendent, Site Superintendent, Superintendent, Supervisor)

EQUIPMENT OPERATORS - Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement. May repair and maintain equipment in addition to other duties. (Sample: Back Hoe Operator, Engineering Equipment Operator, Equipment Operator, Heavy Equipment Operator, Loader Operator, Machine Operator, Motor Grader Operator, Operating Engineer, Operator, Track Hoe Operator.) Operate equipment used for applying concrete, asphalt, or other materials to road beds, parking lots, or airport runways and taxiways, or equipment used for tamping gravel, dirt, or other materials. Includes concrete and asphalt paving machine operators, form tampers, tamping machine operators and stone spreader operators. (Sample: Equipment Operator (EO), Paver Operator, Roller Operator, Truck Driver, Operator, Screed Operator, Heavy Equipment Operator, Maintenance Equipment Operator (MEO), Asphalt Raker, Asphalt Paver Operator.)

MECHANICS - Operate on one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement. May repair and maintain equipment in addition to other duties. (Sample: Back Hoe Operator, Engineering Equipment Operator, Equipment Operator, Heavy Equipment Operator, Loader Operator, Machine Operator, Motor Grader Operator, Operating Engineer, Operator, Track Hoe Operator.)

TRUCK DRIVERS – Heavy and Tractor-Trailer Truck Drivers - Drive a tractor trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license. (Sample: Truck Driver, Driver, Over the Road Driver (OTR Driver), Line Haul Driver, Delivery Driver, Owner Operator, Road Driver, Semi Truck Driver, City Driver, Feeder Driver)

IRONWORKERS - Structural Iron and Steel Workers - Raise, place, and unite iron or steel girders, columns, and other structural members to form completed structures or structural frameworks. May erect metal storage tanks and assemble prefabricated metal buildings. (Sample: Ironworker, Iron Worker, Fitter / Welder, Steel Fabricator, Steel Worker, Structural Steel Erector, Tower Hand) Reinforcing Iron and Rebar Workers - Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Use a variety of fasteners, rod-bending machines, blowtorches and hand tools. Includes rod busters. (Sample: Ironworker, Rod Buster, Iron Worker, Steel Tier, Field Ironworker, Reinforced Ironworker, Rodman)

CARPENTERS - Construct, erect, install, or repair structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding, and rafters; and wood stairways, window and door frames, and hardwood floors. May also install cabinets, siding, drywall and batt or roll insulation. Includes brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways. Construction Carpenters - Construct, erect, install, and repair structures and fixtures of wood, plywood, and wallboard, using carpenter's hand tools and power tools. (Sample: Carpenter, Lead Carpenter, Assembler, Finish Carpenter, Construction Worker, Custom Stair Builder, Installer, Production Worker, Trim Carpenter, Concrete Carpenter) Rough Carpenters - Build rough wooden structures, such as concrete forms, scaffolds, tunnel, bridge, or sewer supports, billboard signs, and temporary frame shelters, according to sketches, blueprints, or oral instructions. (Sample: Carpenter, Apprentice Carpenter, Form Carpenter, Journeyman Carpenter, Rough Carpenter, Union Carpenter, Bridge Carpenter, Bridge Repair Crew Person)

CEMENT MASON(and Concrete Finishers) - Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, roads, or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; and use saws to cut expansion joints. (Sample: Concrete Finisher, Cement Finisher, Cement Mason, Finisher, Mason, Concrete Mason.)

ELECTRICIANS - Install, maintain, and repair electrical wiring, equipment, and fixtures. Ensure that work is in accordance with relevant codes. May install or service street lights, intercom systems, or electrical control systems. (Sample: Chief Electrician; Control Electrician; Electrician; Industrial Electrician; Inside Wireman; Journeyman Electrician; Journeyman Wireman; Maintenance Electrician; Mechanical Trades Specialist, Electrician; Qualified Craft Worker, Electrician (QCW, Electrician)

PIPEFITTER/PLUMBER- Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Includes sprinkler fitters. (Sample: Pipe Fitter, Pipefitter, Welder, Steamfitter, Sprinkler Fitter, Equipment Service Associate (ESA), Machine Repairman, Journeyman Pipefitter, Millwright, Pipe Welder.) Assemble, install, or repair pipes, fittings, or fixtures of heating, water, or drainage systems, according to specifications or plumbing codes. (Sample: Commercial Plumber; Drain Cleaner, Plumber; Drain Technician; Journeyman Plumber; Master Plumber; Plumber; Plumber Gasfitter; Plumbing and Heating Mechanic; Residential Plumber; Service Plumber)

PAINTERS - Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May remove old paint to prepare surface prior to painting. May mix colors or oils to obtain desired color or consistency. (Sample: Painter, Facilities Painter, Maintenance Painter, Highway Painter, Industrial Painter)

LABORERS-SEMI SKILLED – Having or requiring more training and skill than unskilled labor but less than skilled. Perform tasks involving physical labor at construction sites. May operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small mechanical hoists, surveying and measuring equipment, and a variety of other equipment and instruments. May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, and clean up rubble, debris and other waste materials. May assist other craft workers. (Sample: Construction Laborer, Construction Worker, Curb and Gutter Laborer, Drain Layer, Drop Crew Laborer, Helper, Laborer, Post Framer, Skill Labor, Union Laborer)

LABORERS UNSKILLED – All non-classified laborers. Any miscellaneous job classifications are to be incorporated in the most appropriate category listed on the form. All employees on the project should be accounted for.

The Banks - Phase 3A Public Infrastructure Development Parking Garage And Street Grid

Monthly Workforce Tracking Form

Contractor Name:		**Contract Value:**		Trade Contract #:		Pay Application #:	
Date Submitted:		**Business Type: (Circle all that apply)**	SBE *BSBE MBE WBE DBE NONE				
Contact Person:		**Reporting Dates:**	From:		To:		
Address:		**Federal Tax ID Number:**					
City/State/Zip Code:		**County:**					
Telephone Number:		**Email:**					
Trade Contract Description:		**Circle Appropriate Box:**	**Contractor**		**Subcontactor**		

The Banks Monthly Workforce

Job Categories Trade Employees		**Total Employee Hours Worked**				**Total Minority (Hours)**				**Caucasian (Hours)**		**African American (Hours)**		**Asian American (Hours)**		**Hispanic American (Hours)**		**Native American (Hours)**	
Job Categories Trade Employees	**Total Hours**	**Total Male Hours**	**Total % Male**	**Total Female Hours**	**Total % Female**	**Minority Male Hours**	**Total % Male Minority**	**Minority Female Hours**	**Total % Female Minority**	**Caucasian Male Hours**	**Caucasian Female Hour**	**African American Male Hours**	**African American Female Hours**	**Asian American Male Hours**	**Asian American Female Hours**	**Hispanic American Male Hours**	**Hispanic American Female Hours**	**Native American Male Hours**	**Native American Female Hours**
FOREPERSON	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT OPERATORS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MECHANICS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRUCK DRIVERS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
IRONWORKERS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CARPENTERS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CEMENT MASONS (and CONCRETE FINISHERS)	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ELECTRICIANS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PIPEFITTERS/PLUMBERS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PAINTERS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABORERS-SEMI SKILLED	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABORERS-UNSKILLED	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	**0.00**	**0.00**	**0.00%**	**0.00**	**0.00%**	**0.00**	**0.00%**	**0.00**	**0.00%**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Authorized Contractor Representative Signature:	**Title:**	**Date:**

The Banks - Public Infrastructure Development Parking Garage and Street Grid

Instructions Form WF-01

WF-01 Number of Employee Hours Report

Contractor Name:	Indicate Contractor's official name
Contract Value $:	Indicate the approved Contract Value in dollars
Contract #:	Indicate the contract number for this contract
Project #:	Indicate the project number for this contract
Date Submitted:	Indicate the date the form is submitted
Reporting Dates:	Indicate the time period covered by this report (from date and to date)
Contact Person:	Indicate the Contractor's contact person responsible for completing this form
Business Status:	Indicate the Contractor's business status. Circle all which apply (if applicable)
Contractor Address:	Indicate the address of the contractor submitting the form
Federal Tax ID (FTID) Number:	Indicate the Federal Tax Identification or Social Security Number of the Contractor submitting the form
City/State/Zipcode:	Indicate the City, State and Zip Code of the Contractor's business location
County:	Indicate the County of the Contractor's business location
Telephone Number:	Indicate the telephone number of the Contractor's designated contact person
Email:	Indicate the email of the Contractors designated contact person
Trade Contract Description:	Indicate the description of the Contractor's work on this project
Job Category Trade Employees:	Indicate the job category of the trade employees working on the project
Total Employee Hours Worked:	Indicate the total number of employees hours worked for the time period covered by this report
Total Minority/Female Hours:	Indicate the total number of hours worked by minority and female employees for the period covered by this report
Caucasian Hours:	Indicate the total number of employees hours worked for Caucasian employees
African American Hours:	Indicate the total number of employees hours worked for African American employees
Asian American Hours:	Indicate the total number of employees hours worked for Asian American employees
Hispanic American Hours:	Indicate the total number of employees hours worked for Hispanic American employees
Native American Hours:	Indicate the total number of employees hours worked for Native American employees
Male/Female:	Indicate the number or % of male or female employees for the time period covered by this report
Foreperson:	Indicate the number of employees identified as Foreperson's working on this project
Equipment Operators:	Indicate the number of employees identified as Equipment Operators working on this project
Mechanics:	Indicate the number of employees identified as Mechanics working on this project
Truck Drivers:	Indicate the number of employees identified as Truck Drivers working on this project
Ironworkers:	Indicate the number of employees identified as Ironworkers working on this project
Carpenters:	Indicate the number of employees identified as Carpenters working on this project
Cement Mason(and Concrete Finishers):	Indicate the number of employees identified as Cement Masons(and Concrete Finishers) working on this project
Electricians:	Indicate the number of employees identified as Electricians working on this project
Pipefitter/Plumber:	Indicate the number of employees identified as Pipefitters/Plumbers working on this project
Painters:	Indicate the number of employees identified as Painters working on this project
Laborer-Semi Skilled:	Indicate the number of employees identified as Laborers-Semi Skilled working on this project
Laborers -Unskilled:	Indicate the number of employees identified as Laborers-Unskilled working on this project
Grand Totals:	Indicate the total of employee hours work for the identified categories for the timeframe covered by this report
Contractor Representative Signature:	Indicate the signature of the Contractor's authorized representative
Title:	Indicate the title of the Contractor's authorized representative
Date:	Indicate the date of the Contractor's authorized representative sign the form

*Job Trade Category Definitions are attached

The Banks - Public Infrastructure Development Parking Garage and Street Grid

Instructions Form WF-02

WF-02 Monthly Workforce Tracking Form

Contractor Name:	Indicate Contractor's official name
Contract Value $:	Indicate the approved Contract Value in dollars
Contract #:	Indicate the contract number for this contract
Project #:	Indicate the project number for this contract
Date Submitted:	Indicate the date the form is submitted
Reporting Dates:	Indicate the time period covered by this report (from date and to date)
Contact Person:	Indicate the Contractor's contact person responsible for completing this form
Contractor Address:	Indicate the address of the contractor submitting the form
Federal Tax ID (FTID) Number:	Indicate the Federal Tax Identification or Social Security Number of the Contractor submitting the form
City/State/Zip code:	Indicate the City, State and Zip Code of the Contractor's business location
County:	Indicate the County of the Contractor's business location
Telephone Number:	Indicate the telephone number of the Contractor's designated contact person
Email:	Indicate the email of the Contractors designated contact person
Total # of Employees:	Indicate the total number of participants who worked on this contract
Total # of Caucasian Men:	Indicate the total participation of Caucasian men working on this contract
Total Percent of Caucasian Men:	Indicate the total percentage of Caucasian men working on this contract
Total # of Women:	Indicate the total participation of females working on this contract
Total Percent of Women:	Indicate the total percentage of females working on this contract
Total # of Minorities:	Indicate the total participation of minorities working on this contract
Total Percent of Minorities:	Indicate the total percentage of minorities working on this contract
Caucasian Men :	Indicate the total number of Caucasian men working on this contract
Caucasian Women :	Indicate the total number of Caucasian women working on this contract
African American Men:	Indicate the total number of African American men working on this contract
African American Women:	Indicate the total number of African American women working on this contract
Asian American Men:	Indicate the total number of Asian American men working on this contract
Asian American Women:	Indicate the total number of Asian American women working on this contract
Hispanic American Men:	Indicate the total number of Hispanic American men working on this contract
Hispanic American Women:	Indicate the total number of Hispanic American women working on this contract
Native American Men:	Indicate the total number of Native American men working on this contract
Native American Women:	Indicate the total number of Native American women working on this contract
Total # Minority and/or Women:	Indicate the combined total of minorities and women working on this contract
Percentage of Total Employees:	Indicate the combined percentage of minorities and women working on this contract
Grand Totals:	Indicate the total of employee hours work for the identified categories for the timeframe covered by this report
Contractor Representative Signature:	Indicate the signature of the Contractor's authorized representative
Title:	Indicate the title of the Contractor's authorized representative
Date:	Indicate the date of the Contractor's authorized representative sign the form

*Job Trade Category Definitions are attached

The Banks - Phase 3A Public Infrastructure Development Parking Garage and Street Grid

Number of Employees Report

Contractor Name:		**Contract Value $:**				
Date Submitted:		Reporting Dates:	From:		To:	
Contact Person:		Pay Application #:				
Address:		County:				
City/State/Zip Code:		Business Type:				
Telephone Number:		Federal Tax ID:				
Trade Contract Description:		Contact Email:				

Number of Employees

	Total Number of Employees	Caucasian Men		Women		Minority		Caucasian		African American		Asian American		Hispanic American		Native American	
Joint Policy Questions		Total Number of Caucasian Men	Percentage of Total Employees	Total Number of Women	Percentage of Total Employees	Total Number of Minority Men and/or Women	Percentage of Total Employees	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Total number of employees working on this Banks contract?	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0	0
Total number of full-time employees working on Banks contract [6.6 (a) (1)]	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0	0
Total number of part-time employees working on Banks contract [6.6 (a) (1)]	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0	0
Total number of employees working on Banks contractor (who perform work directly or indirectly) who lives in the Cincinnati Middletown MSA [9.1 (a) (ii)]	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0	0
Total number of all employees working within this MSA (All employees in company)	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0	0

****Note minority female workers count in both the women and minority columns but only once in the total number of employees column.**

Do you expect to hire additional employees to work on The Banks Project? YES NO

If so, please provide a general description of the skills and capability requirements for each additional employee _____

Authorized Contractor Representative: _____ _____ _____

Signature **Title** **Date**

The Banks - Public Infrastructure Development Parking Garage and Street Grid

Monthly Subcontractor Utilization Report

Contractor Name:		**Type of Inclusion Program:**	SBE or DBE
Date Submitted:		**Contractor Pay Application #:**	
Contact Person:		**Reporting Period From:**	**To:**
Contractor Address:		**Business Type:** (Circle all that apply)	*Banks SBE SBE MBE WBE **DBE None
Contractor City/State/Zip Code:		**County:**	
Telephone Number:		**Federal Tax ID:**	
Trade Contract Description:		**Email Address:**	

Employee Information Form

Employee Name	Minority (Circle Y or N)		Female (Circle Y or N)		Full or Part Time (Circle FT or PT)		Home Address	Last 4 digits of Social Security #	Minority Classification	County	Job Trade Category
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					

***The Banks SBE - An SBE certified by the City of Cincinnati Economic Inclusion**

****The Banks DBE - A DBE certified through the Ohio DBE Unified Certification Program**

*****Column should refeclt the information entered on form AIA Document G703 column E**

The undersigned certifies that the information recorded above is correct, and that each of the representations set forth above is true. The undersigned further acknowledges that any misrepresentation heron may result in termination of contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Authorized Contractor Representative:

_____ **Signature**

_____ **Title**

_____ **Date**

The Banks - Public Infrastructure Development Parking Garage and Street Grid
Instructions Form WF-03

WF-03 Monthly Employee Report

Contractor Name:	Indicate Contractor's official name
Contract Value $:	Indicate the approve Contract Value in dollars
Contract #:	Indicate the contract number for this contract
Project #:	Indicate the project number for this contract
Date Submitted:	Indicate the date the form is submitted
Reporting Dates:	Indicate the time period covered by this report (from date and to date)
Contact Person:	Indicate the Contractor's contact person responsible for completing this form
Business Type:	Indicate the Contractor's business status. Circle all which apply (if applicable)
Contractor Address:	Indicate the address of the contractor submitting the form
Federal Tax ID (FTID) Number:	Indicate the Federal Tax Identification or Social Security Number of the Contractor submitting the form
City/State/Zipcode:	Indicate the City, State and Zip Code of the Contractor's business location
County:	Indicate the County of the Contractor's business location
Telephone Number:	Indicate the telephone number of the Contractor's designated contact person
Email:	Indicate the email of the Contractors designated contact person
Trade Contract Description:	Indicate the description of the Contractor's work on this project
Employee Name:	Indicate the name of employee working on this project
Minority:	Indicate whether the employee belongs to an ethnic minority group - Circle Response - Yes or No
Female:	Indicate whether the employee is female of any ethnic group - Circle Response - Yes or No
Full/Part Time:	Indicate whether the employee is working in a full time or part time capacity -Circle Response - FT or PT
Home Address:	Indicate the home address of the employee
Last 4 Digits of Employee Social Security #:	Indicate the last 4 social security numbers of the employee
Minority Classification:	Indicate the minority classification of the employee (if applicable)
County:	Indicate the county of the employee
Job Category Trade Employees:	Indicate the job category of the trade employees working on the project
Contractor Representative Signature:	Indicate the signature of the Contractor's authorized representative
Title:	Indicate the title of the Contractor's authorized representative
Date:	Indicate the date of the Contractor's authorized representative sign the form

*Job Trade Category Definitions are attached

Consolidated Metropolitan Statistical Area (CMSA) OH-KY-IN

40006	40011	40045	40055	40075	40355	40359	40363	40379	41001
41003	41005	41005	41006	41007	41008	41010	41011	41012	41014
41017	41018	41019	41021	41025	41030	41033	41034	41035	41040
41043	41044	41045	41046	41051	41052	41053	41054	41055	41056
41062	41063	41071	41072	41073	41074	41075	41076	41083	41085
41086	41092	41094	41095	41096	41097	41098	41099	45001	45002
45003	45004	45005	45011	45012	45013	45014	45015	45018	45030
45032	45033	45034	45036	45039	45040	45041	45042	45044	45050
45051	45052	45053	45054	45055	45056	45061	45062	45063	45064
45065	45066	45067	45068	45069	45071	45101	45102	45103	45105
45106	45107	45111	45112	45113	45114	45115	45118	45119	45120
45121	45122	45123	45130	45131	45132	45133	45135	45140	45142
45144	45146	45147	45148	45150	45152	45153	45154	45155	45156
45157	45158	45159	45160	45162	45164	45166	45167	45168	45169
45171	45172	45174	45176	45177	45201	45202	45203	45204	45205
45206	45207	45208	45209	45211	45212	45213	45214	45215	45216
45217	45218	45219	45220	45221	45222	45223	45224	45225	45226
45227	45229	45230	45231	45232	45233	45234	45235	45236	45237
45238	45239	45239	45240	45241	45242	45243	45244	45245	45246
45247	45248	45249	45250	45251	45252	45253	45254	45255	45258
45262	45263	45264	45267	45268	45269	45270	45271	45273	45274
45275	45277	45280	45296	45298	45299	45335	45458	45612	45616
45618	45650	45657	45660	45671	45679	45684	45693	45697	45999
47001	47003	47006	47010	47011	47012	47016	47018	47019	47020
47021	47023	47024	47030	47031	47033	47034	47035	47036	47037
47038	47039	47040	47041	47042	47043	47060	47224	47250	47325
47331	47353	47357							

SECTION 011100
SUMMARY OF WORK

PART 1 GENERAL

1.01 GENERAL PROVISIONS OF Banks VMS Phase 2

1.02

A The following summary is a description of work for THE BANKS VMS Phase 2: HAM – Banks Variable Message Signs (VMS) Phase 2. Work related to the Project is as indicated on the Drawings and Specifications as prepared by TEC Engineering, Inc. TEC Engineering, Inc. has designed the Banks VMS Phase 2 project.

The Work generally will install full-size variable/dynamic message signs in and around downtown Cincinnati. 2 signs(US 50) will be connected to the ODOT system, while the other 2 installations will be connected to the City Of Cincinnati communication system. Signs will all be tied together with the phase 3 portion of this project, which includes implementation of a parking management system and variable message signs located at various lots and garages near The Banks Development. Facility counting equipment (Entrances and Garage ramps) will interface with both space availability signs at the parking facilities and also the dynamic message sign installations to convey real-time parking information.

It is anticipated that the substantial Completion date will be June 5, 2020.

Only contractors who have been pre-qualified by the Ohio Department of Transportation (ODOT).

A more complete description of the work will be found on the Specifications and Drawings prepared by TEC Engineering Inc.

B. This section describes the work as designated by the Construction Manager. The Contractor shall cooperate and coordinate with the Construction Manager and any other Contractors working on THE BANKS PROJECT PUBLIC INFRASTRUCTURE DEVELOPMENT for proper and expedient completion of the work in this Project. This summary should in no way be construed as being all-inclusive. It is issued as a guide to aid in the understanding of the work. Refer to the Drawings and Specifications for each separate portion of the Project for a detailed accounting of all work. All work activities not explicitly specified or noted, but required to complete the work included in the Contract Description are to be considered a part of the work scope.

C. The Contractor shall be responsible for the proper protection of adjacent structures and public rights of way.

D. Prospective bidders are reminded that all of the contracts described herein contain specific Joint Policy for Small and Disadvantaged Business Enterprise, Economic Inclusion and Workforce Development for the Banks Project requirements.

E. Each Trade Contractor shall comply with the Responsible Bidder Requirements specified herein.

F. All work is to comply with the rules and regulations of governing authorities having jurisdiction. Work shall be performed by skilled tradesmen having experience in performing the work.

G. Storage of all materials is limited and must be approved by the Construction Manager. Off-site storage of material may be required. All costs associated with material delivery in small quantities, relocation of materials that impede work progress, and off site material storage must be included in the bid.

H. A 48-HOUR NOTICE MUST BE GIVEN FOR DELIVERIES. IF NOTICE WAS NOT GIVEN DELIVERIES MAY BE TURNED AWAY. ALL COST ASSOCIATED WITH THIS ACTION WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL DELIVERIES MUST BE COORDINATED & APPROVED BY THE CONSTRUCTI ON MANAGER. NO PARKING BY EMPLOYEES OR DELIVERY VEHICLES IS PERMITTED ON SITE. STORAGE, TOOL OR OFFICE TRAILERS WILL NOT BE PERMITTED ON SITE WITHOUT THE PRIOR APPROVAL OF, AND IN COORDINATION WITH, THE CONSTRUCTION MANAGER.

t. Each Contractor is responsible to review the Site and be familiar with all existing conditions within and around The Banks Project including focal conditions and requirements. The Impact of the site conditions on the cost of performing the work shalt be included In the bid. Contractors shall notify the Construction Manager in writing of any discrepancies or conditions detrimental to proper performance of the Work.

t. Each Contractor shall provide to all other trades requested information and materials, including but not necessarily limited to; shop drawings, diagrams, templates, and attachments necessary for the coordination of the Work. It is each Contractor's responsibility to field verify and coordinate all interface with other trades.

J. Where new work connects with existing, do all necessary cutting and patching required to make a satisfactory connection with the work to be performed under the Contract Documents so as to leave the entire work in a finished and workmanlike condition. This requirement shall include all required work where new items connect, fit, or otherwise interface with existing surfaces. Provide all labor and materials to this end, whether or not shown or specified. Verify and match existing conditions. This shall include full block replacement to nearest construction expansion joint of any concrete pavement removed or damaged.

K. Each Contractor shall at all times maintain a clean and safe passage to all areas of the Site, and for the public around the Site.

L. Each Contractor shall field verify all dimensions, materials and conditions of the existing site.

M. The Contractor is to coordinate all work with the work of other trades for proper function and sequence to avoid construction delays or additional cost.

N. Each Contractor is responsible for daily cleanup and disposal of all debris associated with its work activities. This shall include removal of debris from public property

and/or roadways caused by work on site or carried outside of the site by vehicles employed by the Contractor. Street cleaning of this debris is expected by each Contractor, as necessary. Debris not removed by the Contractors will be discarded at the delinquent Contractor's expense. All areas of work are to be broom cleaned at the end of each work day. Inaddition to daily cleanup the Prime Contractor will be the responsible to organization a weekly cleanup of the jobsite. The Contractor and their subcontractors shall provide 1 person per 4 employees for the weekly general cleanup. Each Contractor shall provide Its worker with all the necessary tools and equipment to perform this cleanup. There will be no tools or equipment provided by the Construction Manager.

0. Designated eating areas will be Identified by the Construction Manager. These areas will be the only place for workers to eat and drink. Workers found violating this policy may be directed to leave the jobsite.

P. Each Contractor shall be restricted to working hours of **7:00am to 4:00pm** unless alternate arrangements are approved by the Construction Manager. This does not alleviate the Trade Contractor's responsibility to work overtime as required to maintain the schedule.

Q. Signs of any type are prohibited, except as specifically assigned by the Contract Documents.

R. The ·contractor shall be responsible for the protection of Its own materials, tools, equipment, and finish work until substantial completion is granted. Damage to or theft of any materials, tools or equipment prior to substantial completion will be repaired or replaced at the Contractor's expense.

S. Each Contractor shall provide all temporary heat, utilities, and protection required for the completion of all work as scheduled, except where specifically provided by others in the Contract Documents.

T. The Contractor shall have their superintendent attend all weekly Contractor Meetings (time & location to be scheduled by Construction Manager).

U. Each Contractor shall secure all permits required by governing authorities for the completion of its own work scope. This includes all Plumbing, HVAC, Traffic or permit that are issued by the City's Department of Transportation and Engineering, street barricade and other special permits. No Permits will be secured by the Construction Manager.

V. Each Contractor shall submit daily reports and the weekly work plan twenty-four (24) hours before the weekly Trade Contractor meetings. Failure to submit these items each week for the prior week's work will result In rejection of this Contractor's pay request.

W. Testing shall be performed in accordance with the Contract Documents. Where Owner and Contractor testing are specified, the Contractor shall provide complete testing. The Owner may provide additional testing at its discretion.

Y. The Contractor must provide a full-time Superintendent on site throughout the duration

of their work on site. This Superintendent shall be authorized to make all decisions relative to the work on site, and shall be the primary contact for all correspondence. Part time or token representatives who are not so authorized will not be permitted. Failure to comply with this requirement will result in rejection of this Contractor's pay request. Any change of superintendent shall be pre-approved by the Construction Manager.

Z. Time is of essence on this project. The Contractor shall phase construct and complete their work within the requirements included in Specification Section 013216 and the subsequent development of and updating of The Banks Project- Public Infrastructure Development, Parking Garage and Streetgrld, Central Riverfront Safety Technologies Schedule by the Construction Manager.

AA. Each Contractor shall complete the Resource Utilization and Inclusion Tracking Forms that are included in the Specifications. The forms shall be completed on a monthly basis and submitted with the monthly pay request. Completed resource utilization forms must be submitted with the pay request in order for the pay request to be processed.

AB. Each Trade Contractor shall participate in the implementation of the Lean Construction process throughout the duration of the Project.

AC. Safety hard hats, safety shoes, reflective shirts or vests and safety eye protection shall be worn by all employees on this job site. This includes all of this Contractor's Subcontractors and Suppliers.

AD. This Contractor shall comply with all requirements of the Williams-Stiger Occupational Safety and Health Act of 1970 and subsequent amendments thereto. This Contractor shall furnish to the Construction Manager a copy of its Safety Program, Including a copy of its Hazardous Material Program, prior to the commencement of work on Site. No payment will be made until these documents are received.

AE. Any barricade or safety device removed by this Contractor's employees shall be immediately re-erected by Contractor. Upon failure to do so, the Construction Manager may direct the re-erection. of It and the cost will be paid by the Contractor.

AF. All shop drawings and submittals must be submitted within one week from Notice to Proceed, unless otherwise specified. No Pay Request will be processed until all required submittals liave been received.

AG. Each Contractor shall provide personnel for traffic control and traffic coordination during all deliveries of material and equipment required in their scope of work. The Contractor shall coordinate all such activities with the Construction Manager and the City of Cincinnati, Department of Transportation and Engineering.

AH. All portions of existing site and all utilities not part of the Work which are damaged, moved or altered in any way during construction shall be replaced or repaired to the County's satisfaction at the Contractors expense.

Al. Each Trade Contractor shall include in their Schedule of Values (G702) a line item for their Small Business Enterprise spending. Each SBE should be shown separately.

AJ. Each Contractor shall attend the pre-award conference. This conference will be scheduled by the Construction Manager. All Trade contractors shall be notified in writing of the date the conference will be held.

AK. Each Contractor shall update their record / as-built drawings on a monthly basis, the updated as-built shall be submitted to the Construction Manager by the 20th of the month. If the Contractors as-builts are not updated and submitted, the Contractors pay request for that month will not be processed.

AL. The Contractor shall make good faith efforts to meet and/or exceed the project workforce participation goals as outlined in Section 008260 page 15 item 6.4, the SuperJobs at 1916 Central Parkway, Cincinnati, Ohio 45214, (513) 731-9800 may be able to provide assistance in finding qualified workers.

AN. To facilitate the punch list process, the Contractor must complete its punch list items within 3 business days (excluding weekends) of receipt *(via* fax, email, or distribution to the site leader) of each punch list item.

AO. The Contractor shall identify recycle and waste management opportunities when assessing their scope of work. These items will be reviewed at the pre-award meeting.

AP. The flow of traffic on City streets and public walkways must be maintained at all times. It shall be the Contractor's responsibility to obtain all permits and provide all labor and material that are necessary for street and sidewalk lane closures. All work involved that impacts existing streets and/or sidewalks or impedes public access in any way shall be coordinated through the Construction Manager **prior to the date of the work.**

AQ. The Construction Manager will be utilizing a web-based information management system to facilitate communications among project partners including but not limited to Owners, Architects, Engineers, Construction Manager, and Trade Contractors. All trade contractors must have an e-mail address and access to the internet. This system will be utilized for the following functions:

- Project Contact Directory- this will be maintained by the Construction Manager
- Requests for Information Management
- Meeting Minutes Distribution
- Posting of Official Notices and/or Communications
- Submittal Management
- Contract Document Management
    - o Contract Drawings in PDF
    - o Site Photographs
- Punchlist Management
- Field Work Order Management

The Construction Manager will issue user names and passwords to each Trade Contractor and will provide training and technical assistants to the user groups. Use of this system Is mandatory. There will be no costs passed on to the users for access to the system or license fees. Users will be responsible for the costs associated with access to the internet.

PART 2 TRADE CONTRACT DESCRIPTIONS

2.1 **SECTION INCLUDES:**

A. List of Trade Contracts

B. General Provisions of Trade Contracts.

C. Contract Descriptions

2.2 LIST OF TRADE CONTRACTS

HAM Banks Variable Message Sign Phase 2 ODOT PID 104409

CONTRACT DESCRIPTION HAM Banks Variable Message Sign Phase 2 ODOT PID 104409

The Scope of Work in this Contract, includes all labor, material, tools, equipment, services, and supervision necessary to complete all work specified herein, in accordance with the Contract Documents, as described below to a complete functional safe and operating state.

Included is the Work as indicated in this Contract Description, the Drawings, the Specifications, the General Conditions and Division 1 of the General Requirements. The standard specifications of the State of Ohio Department of Transportation and the City of Cincinnati Supplement thereto, including the special provisions listed in the bid document shall govern this improvement.

The following items represent specific inclusions in this Contract HAM Banks Variable Message Signs Phase 2. They are provided as a guide to aid in the assignment of work and in no way should be construed as being all-inclusive.

In general the scope of work for this Contract shall include all details shown on the Specifications and Drawings prepared by the Engineer providing design engineering services for the separate portion of the project under this contract.

1. Perform a site survey of all installations prior to developing shop drawings. Identify all existing conditions that may pose conflicts with proposed location. Identify these conflicts and propose solutions on the shop drawings.

End of Section

PART 2 EXECUTION

Not used.

END OF SECTION

Medical Plan list of eligible employees and the bidder's share of the cost for those employees working on the Banks' Project. Notwithstanding the foregoing, a bidder with gross revenues of two million dollars ($2.0M) or less in any of the preceding three years shall be exempted from providing a Health Care Medical Plan as set forth herein. However, any such bidder exempted from this requirement shall cettify that it will comply with the applicable prevailing wage requirements with respect to medical insurance,

16. Each bidder shall certify that it will have a meaningful pension or retirement program for its employees and provide, as part of its responsibility review, evidence that it contributes, on a regular basis to an employee pension or retirement program for its field employees and the list of employees for the employees with such coverage. Notwithstanding the foregoing, a bidder with gross revenues of two million dollars ($2.0M) or less in any of the preceding three years shall be exempted from providing a pension or retirement program as set forth herein, However, a bidder exempted from this requirement · shall certify that it will comply with the applicable prevailing wage requirements with respect to a pension or retirement program.

17. Each bidder shall certify that it shall employ field employees on this project that will meet at least one of the following criteria:

a. Completion of a state or federally approved apprenticeship program in the skilled trade craft such employee is performing a journeyman; or
b. · Worked as a skilled trade person for at least three (3) years in the craft; or
c. Currently enrolled in a state or federally approved apprenticeship program for the craft; or
d. Completed the City/County Banks Employee Readiness Program.

A bidder may request a waiver from the Public Parties of the foregoing requirements with respect to a field employee or a particular position. In requesting such waiver, a bidder shall be required to provide documentation of the skills and experience of such employee or the applicable position which form the basis for such request. Any waiver or the foregoing requirements shall be subject to the review and approval of the Public Parties.

18. Each bidder shall certify that it is not debarred from bidding on the construction project contract in question.

19. A bidder's falsification of any of the certifications herein or failure to comply with the requirements set forth herein shall be the basis for a default termination of the contract.

PART 1 PRODUCTS

Not used.

6. Each bidder shall certify that it is not currently debarred from performing state or federal construction contracts (after all appeals), because of a violation of Fair Labor Standards Act and/or any state or federal prevailing wage law. Each bidder shall provide a list of every occasion on which it has been debarred from performing local, state or federal construction contracts (after all appeals), because of a violation of the Fair Labor Standards Act and/or any state of federal prevailing wage law, during the last ten years.

7. Each bidder shall certify that it, as well as each subcontractor it will utilize on the Project has implemented an OSHA-compliant Safety Program which includes: a) with respect to all supervisors, completion of OSHA's thirty (30) hour safety course; b) with respect to all field employees, completion of OSHA's ten (JO) hour safety program. Each bidder shall provide evidence of implementation of an OSHA compliant safety program as set forth herein.

8. Each bidder shall ce1tify that it has implemented a substance-abuse policy and that it is in compliance with Ohio's Drug Free Workplace Requirements; bidders will provide evidence of implementation of such policies upon written request of the Public Parties.

9. Each bidder shall certify that it has all licenses required by applicable state law and regulation to perform work required herein.

10. Each bidder shall list any professional license or licenses that have been revoked by Ohio or revoked by any other state within five (5) years prior to the date of the contractor's bid.

11. Each bidder shall certify that it has no final judgments against it which are not seemed by payment bond or other surety at the time of award which are equal to or exceed fifty percent (50%) of the contractor's net work.

12. Each bidder shall certify that it has complied with applicable unemployment and workers compensation laws for at least two (2) years preceding the date of bid submittal.

13. Each bidder shall certify that with respect to each a prime trade contract (e.g., plumbing, HVAC, electrical and fire safety) it will not subcontract more than seventy- five percent (75%) of the bid amount for that prime trade contract. A bidder may apply for a waiver of the foregoing requirement by the Public Parties, which waiver shall be subject to the review and approval of the Public Parties.

14. Each bidder shall certify that it does not have an Experience Modification Rating of more that 1.3 (a penalty rated employer) with respect to the Ohio Bureau of Workers' Compensation risk assessment rating.

15. Each bidder shall certify that it will have in place a meaningful Health Care Medical Plan, and provide, as part of its responsibility review, evidence of a Health Care

SECTION 012513

PRODUCT SUBSTITUTION PROCEEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Product options available to Bidders and Contractors, plus procedures for securing approval of proposed substitutions.

B. Refer to Section 001000.2 – Instructions to Bidders Article 3.3 SUBSTITUTIONS, as amended and modified.

1.2 QUALITY ASSURANCE

A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

B. All bids shall be based upon specified standards or approved substitutes.

C. Where proprietary products or types of construction are used in Specifications, the use of a second, third or approved substitution shall not relieve Contractor of the responsibilities of investigating the effect these products will have on the Work.

D. Include all costs in bid in order to accommodate them.

1.3 PRODUCT OPTIONS

A. Contract is based on standards of quality established in Contract Documents.

1. In agreeing to the terms and conditions of Contract, Contractor has accepted a responsibility to verify that specified products will be available and to place orders for all required material in such a timely manner as is needed to meet his agreed construction schedule.

2. Neither Owner nor Engineer has agreed to substitution of materials or methods called for in the Contract Documents, except as they may specifically otherwise state in writing.

B. Materials and/or Methods Specified by Name:

1. This Contract uses materials and methods that are related to the technologies functions as a closed circuit surveillance and emergency communications system. These systems must function in combination with the existing Telecommunications Network, Telephone, Video Management and Storage systems and support the future installation of additional surveillance cameras and emergency telephones as depicted in the Construction. Drawings. It is essential for compatibility and integration with, or maintenance of, existing facilities and equipment.

C. Where materials and/or methods are specified by name and/or model number, followed by the words "or approved equal":

1. Material and/or methods specified by name establish the required standard of quality.

2. Material and/or methods proposed by Contractor to be used In lieu of materials and/or methods so specified by name shall in all ways equal or exceed qualities of the named materials and/or methods.

D. Where the phrase "or equal," "or approved equal" or similar language occurs in Contract Documents, do not assume that materials, equipment, or methods will be approved as equals unless the item has been specifically so approved for this Work by the Owner in consultation with the Engineer.

1.4 SUBSTITUTIONS

A. Any bidder desiring to use a material, product, equipment, or type of construction not named In Contract Documents shall comply with Section 001000.2 - Instructions to Bidders Article 3.3 SUBSTITUTIONS.

B. Substitutions requests submitted to Construction Manager for approval must be accompanied by such support'1ng evidence as the Eng'1neer may require, such as samples, drawings, specifications, and test reports, giving full and complete information. In all cases, the Owner's decision shall be final and binding on all concerned.

C. Approval of substitutions shall be announced by the Construction Manager as described in Section 001000.2 - Instructions to Bidders Article 3.3 SUBSTITUTIONS.

1.5 DELAYS

A. Delays In construction arising by virtue of non-availability of a specified material and/or method will not be considered by the Construction Manager as justifying an extension of Contract Time.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 013100 PROJECT COORDINATION

PART 1 GENERAL

1.1 SUMMARY

A. Administrative and supervisory requirements necessary for coordination of Work on the Project include, but are not limited to:

1. Contractor responsibilities.
2. Subcontractor responsibilities.
3. Mutual responsibilities.
4. Review of Contract Documents and existing job conditions.
5. Supervision and construction procedures.
6. Labor and materials.

1.2 CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES

A. Schedule and coordinate the Work in conformance with the starting and sequencing times, and the Total Contract Time defined in the Construction Documents.

B. Before starting work at the Project Site, and before purchasing or fabricating materials that are affected by field conditions, inspect the conditions affecting the Work and take the necessary field measurements.

C. Before fabricating materials or products, examine the Construction Documents for adjacent and related work.

D. Notify the Construction Manager in writing of work conditions shown or specified that are unsatisfactory for the proper installation and subsequent performance of the Work; or that are not in accordance with the product manufacturer's or fabricators's specifications, requirements or recommendations. Do not proceed with the Work until conditions are correct.

E. Abide by the Project Schedules and coordination requests made by the Construction Manager.

1.4 MUTUAL RESPONSIBILITIES

A. Supply other Contractors with necessary dimensions and shop drawings where required for the coordination of the Public Infrastructure Development - Parking Garage and Streetgrid Work. Additional cost caused to a Contractor or to the Owner due to ill-timed or defective work or the failure to perform work is the responsibility of the

Contractor that caused the additional cost.

B. Move stored materials that interfere with the operation of the Owner or other Contractors.

C. Coordinate and cooperate with other Contractors to achieve intended execution of each Section where Work of one Specification Section affects Work of other Sections. Do not install successive Work until conditions are inspected and found satisfactory for successive Work. Installation of successive Work is *prlma-faoie* evidence that the Contractor for successive work accepts the Installation conditions. Performance of successive Work is the responsibility of Contractor that performs the successive work.

D. Comply with safety codes and regulations applicable to the performance of the Contract. Owner, Engineer, Construction Manager, and Development Manager are not liable for observing, checking, instructing and giving directions relating to Contracto s safety procedures. Owner, Engineer, Construction Manager, and Development Manager do not review the adequacy of Contracto s safety measures in, on or near construction site.

E. Owner's field representative, Engineer, and Construction Manager do not have the authority to verbally order or approve modifications to the Work. Authorization must be inwriting, signed by the Owner's authorized representative, or by Change Order.

1.5 REVIEW OF CONSTRUCTION DOCUMENTS

A. Conform to requirements of the Construction Documents. If conflicts are found between Drawings, between Specifications, or between Drawings and Specifications, include the most costly material, method or detail in the Contract.

B. If physical discrepanci es are discovered between the actual conditions and those represented by the Construction Documents, report them immediately to the Construction Manager. Do not proceed with the Work, except at risk, until receiving wri.tten instructions.

1.6 SUPERVISION AND CONSTRUCTION PROCEDURES

A. Where laws, codes or standards require supervision or inspection of portions of the Work by an architect, engineer, or other competent or qualified person, furnish the necessary supervision and inspection to the satisfaction of the governing authority.

B. Obtain permission from the Construction Manager before performing work at times other than isallowed by the Construction Documents.

C. Project meetings will be held at Construction Manager's field office. Refer to Section 013220.

D. Owner reserves the right to hold additional job progress meetings at the Owner's discretion. ·Contractor will be given 48 hours notice (when possible) before unscheduled meetings.

E. Oral assistance, advice and interpretations given by the Owner, Engineer, or

Construction Manager relative to construction means, methods, techniques, sequences, procedures, safety precautions or programs is a gratuitous service and is not binding. Non-contractual assistance does not make the Owner, Engineer, or Construction Manager responsible for the items.

F. Owner will endeavor to observe the Work, but omissions and failures to provide proper material and failure to perform work correctly are the responsibility of the Contractor. Contractor, not the Owner, is responsible for determining that work under the Contract as It proceeds and is completed is performed in accordance with the Construction Documents and governing regulations. Construction Manager reserves the right to hold additional job progress meetings at the Construction Manager's discretion.

1.7 LABOR AND MATERIALS

A. Provide products in accordance with the current printed specifications, requirements and recommendations of the products' manufacturers and fabricators. Should the Construction Documents show or specify the application of a product not conforming to the manufacturer's or fabricator's printed specifications, requirements or recommendations, notify the Construction Manager in writing.

B. The minimum, acceptable standards for products and workmanship on this project shall be in compliance with industry standards, recognized standards of good quality and published standards of recognized National Trade Associations. Use products which are new, sound and of the quality suitable for their application. Orderly position products and align them with the building structure. Make vertical components plumb and horizontal components level, with surface true to line, grade and dimension. Make joinery and connections accurate, close fitting and well made.

C. Workers employed on the Project shall work together in harmony and workers newly assigned to the Project shall cooperate and work harmoniously with work forces on the site, including work forces of the Owner, if any. Upon written notice by the Owner or Construction Manager, remove workers not complying with the provisions of the Contract Documents.

D. Arrange and establish a location satisfactory to the Construction Manager where the workers may eat. Provide a rubbish container, and clean and remove debris at the end of each working day.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 013216
CONSTRUCTION SCHEDULE

PART 1 GENERAL

1.1 SCOPE

A. Lean Construction Scheduling Philosophy/Techniques will be utilized, is part of this Bid Package, and is described as follows.

1.2 FORM OF SCHEDULES

A. Construction Schedule:
1. The total Project duration for this Bid Package is seventy-five (75) calendar days from the Notice to Proceed. It is anticipated that the Substantial Completion date will be no later than June 5, 2015.
2. The Milestone Construction Schedule will be developed in the Reverse Phase Schedule (RPS) Meeting as enumerated below.

B. Submittal: Schedule / Log:
1. Reference section 013300 for schedule / log items that will be required to be submitted. This will be discussed and provided at the pre-construction / pre-award meeting.

C. Lean Construction Schedule / Process:
1. Overview:
Lean Construction is a new way to manage schedules and production on a project, by planning and managing the work, uncertainty is removed from project results. When production planning becomes reliable and people fulfill their commitments, performance and workflow are improved, and ultimately so are the overall results of the Project.

2. Concept:
The system is aimed to eliminate the inventory and rework of traditional mass production in favor of a reliable production system that could both work and change quickly to meet a customer's specific requirements without wasteful processes. In mass production, as In traditional construction processes, the project is a series of activities, and the goal is to reduce cost and increase the speed of each activity with consistent high quality.

3. Application:
Lean Construction involves a systematic approach aiming for more efficient overall workflow. It attempts to understand how value is delivered, making workflow as consistent and reliable as possible, then reviewing the results to determine how to improve the planning process.
Lean differs from traditional construction methods because it decentralizes hierarchical decision-making. With Lean Construction, those closest to the work (the "Last Planners") must have the authority to

make the decisions and plan the work. It also utilizes peer pressure to get the job done. Contractors agree as a group to meet their deadlines, and each is held accountable not only to the Construction Manager but also to fellow contractors.

The Project will utilize four key procedures in the implementation of Lean Construction / Last Planner Methods. Many of these steps require the input of the actual Foremen for the contractors that will perform the work. These steps are as follows:

a. Reverse Phase Scheduling (RPS) – This is a schedule that is created to fit within the parameters of the Schedule. Contractors plan the project starting with the last work activity and working backwards. This ensures that all contractors consider what work must be done prior to any schedule activity, and ensures that adequate durations are in place for late activities. This RPS Is thought of as "What Should Be Done."
b. Rolling Six-Week Look Ahead Schedules – Activities drop off the RPS onto the Six-Week Look Ahead Schedules and are expanded upon. All possible constraints for preventing these activities are identified. This six-week look ahead is the work that "Can Be Done" in the next six-week period.
c. Weekly Work Plans (WWP) – These plans are brought to Weekly Production Meetings by all contractor foremen and are very specific in regards to the work they "Will Be Doing" in the upcoming week. In order for work activities to be on the WWP, there cannot be any known constraints that would prevent the work from occurring.
d. Percent Plan Complete (PPG) – This is a calculation of "What Each Contractor Did" in regards to their WWP's. This is done to identify trends for failure that may be improved in future planning.

4. Summary:
Ultimately, Last Planner / Lean Construction tools aim to optimize performance through improved processes and systems by creating reliability, decentralizing decision-making, and managing flow and consistency of work rather than the speed of any single aspect of the Work.

5. Implementation:
a. All Trade Contractors will be involved with creating the Reverse Phase Schedules (RPS's) for the project. Bidders should include the cost for foremen and project managers from each company to attend Y:i day planning sessions to establish the RPS's as required for the complexity of the project.
b. Construction Manager will provide and update the Six-Week Look- Ahead Schedules from information developed in the RPS, from Trade Contractors input, and will review the same at the weekly jobsite coordination meetings.
c. Each Trade Contractor must complete a Weekly Work Plan (WWP) and provide to the Construction Manager by noon of the

day before the weekly jobsite coordination meeting. Each Trade Contractor will discuss their activities at the weekly meeting.

d. Construction Manager will calculate the percent plan complete to help determine areas of concern. Trade Contractors will be required to take action to prevent recurring problems.

e. Trade Contractors will be required to inform the Construction Manager on a daily basis the status of the work that was committed to be complete.

f. RPS's may require updating as the project progresses and contractor personnel will be required to participate in meetings to accomplish the same (see 1.3.A.2).

1.3 PROGRESS REVISIONS

A. Lean Construction Updates:
   1. Six-Week Look-Ahead schedules will be updated weekly.
   2. The Reverse Phase Schedule will be updated periodically as required (Trade Contractor participation is mandatory).

B. Construction Milestone Schedule Updates:
   1. The milestone schedule will be updated to reflect to the RPS.

1.4 SUBMISSION

A. Bidders must submit a schedule upon request with the following information:
   1. More specific schedule timelines that meet or exceed the milestone schedule
   2. Manpower utilization defined for each activity

1.5 DISTRIBUTION

A. Construction Manager will distribute copies of the schedules to:
   1. All Trade Contractors
   2. Architect
   3. Engineers
   4. Development Manager

1.6 RECORDS

A. Reverse Phase Schedules, and updates to the same, shall become the revised Project Schedule and shall be binding on the Trade Contractors. Manpower, equipment, and material adjustments as necessary to meet the RPS's as created by the project team members is the responsibility of each Trade Contractor.

PART 2 PRODUCTS
Not used.

PART 3 EXECUTION
Not used.

END OF SECTION

SECTION 013220

PROJECT MEETINGS

PART 1 - GENERAL

1.1 SCOPE

A. Construction Manager will schedule and administer pre-award meeting, pre-construction meeting, periodic progress meetings, and specially called meetings throughout progress of the work. Construction Manager will:
   1. Prepare agenda for meetings.
   2. Make physical arrangements for meetings.
   3. Preside at meetings.
   4. Record the minutes; include significant proceedings and decisions.
   5. Reproduce and distribute copies of minutes after each meeting.
      a. To participants In the meeting.
      b. To parties affected by decisions made at the meeting.

B. Representatives of Contractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

C. Engineer, Owner's Representative and Development Manager may attend meetings to ascertain that work is expedited consistent with Contract Documents and construction schedules.

D. Weekly attendance at Safety Toolbox Talks shall be required of all personnel working on the project site.

1.2 PRE-AWARD MEETING

A. Scheduled after bid opening or as required by Owner's schedule requirement.

B. Attendance:
   1. Construction Manager's Representative.
   2. Trade Contractor's Project Manager/Representative.
   3. Trade Contractor's Superintendent.
   4. Major subcontractors and suppliers
   5. Others as Appropriate.

C. Suggested Agenda:
   1. Distribution and discussion of:
      a. List of major subcontractors and suppliers.
      b. Project Specific forms
   2. Review of bid and work scope
   3. Critical work sequencing.
   4. Major equipment deliveries and priorities.
   5. Project Coordination.
      a. Designation of responsible personnel.
      b. Proposal requests.
      c. Submittals.
      d. Change Orders.

e. Applications for Payments.
6. Insurance Requirements
7. Use of premises:
   a. Office, work and storage areas.
   b. Owners requirements.
8. Construction facilities, controls and construction aids.
9. Temporary utilities.
10. Safety, Security, arid first-aid procedures.
11. Housekeeping Procedures.
12. Joint Policy for Small Business Enterprise, Economic Inclusion and Workforce
13. Responsible Bidder Requirements

1.3 PRE-CONSTRUCTI ON MEETING

A. Schedule within 10 days after date of Notice to Proceed or sooner if required by the schedule.

B. Attendance:
1. Owner's Representative.
2. Construction Manager's Representative.
3. Contractor's Project Manager
4. Contractor's Superintendent.
5. Development Manager
6. Architect / Engineer

C. Suggested Agenda:
1. Distribution and discussion of:
   a. List of major subcontractors and suppliers.
   b. Projected Construction Schedules.
2. Critical work sequencing.
3. Major equipment deliveries and priorities.
4. Project Coordination.
   a. Designation of responsible personnel.
   b. Meeting Attendance.
   c. Submittals.
   d. Safety Designee
   e. Daily Reports
5. Adequacy of distribution of Contract Documents.
6. Procedures for maintaining Record Documents.
7. Use of premises:
   a. Office, work and storage areas.
   b. Delivery procedures.
   b. Owner's requirements.
8. Construction facilities, controls and construction aids.
9. Temporary utilities.
10. Safety, Security, and first-aid procedures.
11. Housekeeping Procedures.
12. Lean Construction (Reverse Phase Scheduling)
   a. This will require a separate meeting with a representative from your on-site management staff to establish a milestone schedule through a process called reverse phase scheduling. Once the milestone

schedule is established, your on-site management will be required to update the schedule with a six-week look ahead plan and a weekly update.

1.4 PROGRESS MEETINGS

A. Construction Manager will schedule regular weekly meetings.

B. The Construction Manager will hold called meetings as required by progress of the work.

C. Location of the meetings: Field office of Construction Manager.

D. Attendance:
1. Design Professionals and consultants as needed.
2. Contractors as appropriate to the agenda.
3. Suppliers as appropriate to the agenda.
4. Others as informed by Construction Manager.
5. Development Manager

E. Suggested Agenda:
1. Safety issues.
2. Review, approval of minutes of previous meeting.
3. Review of work progress since previous meeting.
4. Field observations, problems, conflicts.
5. Problems that impede Construction Schedule.
6. Review of off-site fabrication, delivery schedules.
7. Corrective measures and procedures to regain projected schedule.
8. Revisions to Construction Schedule.
9. Progress, schedule, during succeeding work period.
10. Coordination of schedules.
11. Review submittal schedules; expedite as required.
12. Maintenance of quality standards.
13. Pending changes and substitutions.
14. Review proposed changes for:
    a. Effect on Construction Schedule and on completion date.
    b. Effect on other contracts of the Project.
15. Other business.
16. Lean Construction
    a. Weekly and six-week look ahead projections.

1.5 SAFETY TOOLBOX TALKS

A. Each Subcontractor and Sub-subcontractor shall conduct or participate in weekly Safety Toolbox Talks.

8. Refer to Section 013216 for specific requirements including scheduling and documentation.

END OF SECTION

SECTION 013300

SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. List of proposed subcontractors and suppliers.

B. Contractor's Construction Schedule.

C. Schedule of Values.

D. Guarantees and Warranties.

E. Refer to Section 013100 for Project Coordination procedures and requirements.

F. Refer to Section 013323 for submittal requirements on Shop Drawings, Product Data, and Samples.

1.2 SUBCONTRACTOR AND SUPPLIER LIST

A. Submit with Bid; refer to Section 001000.

1.3 CONTRACTOR'S CONSTRUCTION SCHEDULE.

A. Submit to Construction Manager complete itemized Contractor's Construction Schedule, within three calendar days of execution of contract, coordinated with all subcontractors, in accordance with Sections 013216 and 013323.

B. Revise Contractor's Construction Schedule monthly, at the time of submittal of a request for payment. When Contractor's Construction Schedule is unchanged, submit a letter certifying that the previous Schedule is unchanged.

1.4 SCHEDULE OF VALUES

A. Submit to Construction Manager a Schedule of Values, within three (3) business days of execution of contract, coordinated with all subcontractors, in accordance with the General Conditions. Include SBE (Small Business Enterprise) breakdown on Schedule of Values.

B. Prior to preparation of Schedule of Values, review proposed subdivisions of work in the Schedule of Values with Construction Manager and Engineer, for approval.

1.5 .GUARANTEES AND WARRANTIES

A. With request for inspection for Substantial completion, submit to Construction Manager five (5) copies of all warranties, guarantees and bonds. All such documents

shall show the name and location of Project and name of Owner (County of Hamilton). Owner shall have the right to assign warranties, guarantees and bonds in whole or In part to end-users as designated by the Owner (for example, the warranty for the CCTV and Network equipment, if deemed appropriate by the Owner, assigned to the City of Cincinnati).

B. · Delivery of required guarantees and warranties does not relieve Contractor of any obligation assumed under provisions of the Contract.

C. Should any defects develop in work within specified periods due to faulty materials or workmanship, correct work as required. Execute such repairs and corrective work, including costs of making good other work damaged, otherwise affected by making repairs without extra charge to Owner within five (5) business days after written notice to Contractor by Construction Manager.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 013323

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 GENERAL

1.1 SUMMARY

A. This Section specifies procedural requirements for non-administrative submittals, including Coordination Drawings, shop drawings, product data, samples and other work-related submittals. Coordination Drawings, shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate information contained in Contract Documents.

B. Refer to other Division 01 Sections and other Contract Documents for specifications on administrative, non-work-related submittals. Those submittals include, but are not limited to:

1. Permits.
2. Payment applications.
3. Performance and payment bonds.
4. Insurance certificates.
5. Inspection, testing, and certification reports.
6. Schedule of values.
7. Progress reports.
8. Listing of subcontractors.
9. Safety plans and other emergency procedures.
10. Schedules.
11. Listing of material suppliers for each Trade Contractor and each of his lower tier subcontractors.

C. Miscellaneous submittals are work-related, non-administrative submittals that do not conform to the previous two categories, including but not limited to:

1. Survey data and reports.
2. Project photographs.
3. Record drawings.

4. Field measurement data.

1.2 SUBMITTAL PROCEDURES

A. General:

1. Submit complete and detailed information required by the Specifications. Construction Manager will approve or reject them with reasonable promptness. ·

2. Before forwarding Information to Construction Manager, review submittal information, check conditions, mark corrections, and sign and date each set.

3. Construction Manager will not review submittal information Contractor has not signed. Contractor's signature means Contractor has checked the submittals for conformance to the project requirements and compatibility with related work.

B. Coordination:

1. Coordinate submittal preparation and processing with prosecution of the Work. Coordinate each submittal with other submittals and related activities including testing, purchasing, fabrication, delivery and similar activities that require sequential activity.

2. Contractor shall review, coordinate and forward submittals of interrelated work as a single, comprehensive submittal package to Construction Manager.

C. Submittal Time Coordination:

1. Prepare and transmit each submittal to the Construction Manager within one weeks after award of Contract, and in advance of scheduled performance of related work and other applicable activities.

2. Construction Manager reserves the right to withhold action on submittals that require coordination with other submittals until the related submittals have been received by the Construction Manager.

D. Review Time:

1. Allow minimum of 14 calendar days so the Project will not be delayed because of time required to properly process submittals, including time for resubmittal, if necessary. Advise the Construction Manager on each submittal if processing time is critical to progress of the Work and if the Work would be expedited if processing time is shortened.

2. Construction Manager will advise Contractor when a submittal being processed will be delayed for coordination.

3. Owner will not extend Total Contract Time because of Contractos failure to transmit submittals to the Construction Manager sufficiently in advance of the affected portion of Work.

E. Submittal Preparation: Mark each submittal with a permanent label for identification. Provide the following information on the label for proper processing and recording of the submittal:

1. Project name.

2. Date.

3. Name and address of Contractor.

4. Name and address of Subcontractor.

5. Name and address of supplier.

6. Name of manufacturer.

7. Number and title of appropriate Specification Section.

8. Drawing number and detail references, as appropriate.

9. Similar definitive information as necessary.

10. Stamp each piece of literature or drawing being submitted. A stamp impression on a separate sheet is not permitted. After Contract Award, the Construction Manager will provide further instructions for the stamp's format and contents.

F. Submittal Transmittal:

1. Appropriately package each submittal for transmittal and handling. Transmit each submittal from Contractor to the Construction Manager accompanied by a transmittal form. Submittals received from sources other than Contractor will be returned to Contractor without action.

2. Transmittal form: AIA Document G810, or Construction Manager-approved equivalent.

3. Record relevant information and requests for data on the transmittal form. Record deviations from the requirements of the Contract Documents, including minor variations and limitations.

1.3 SPECIFIC SUBMITTAL REQUIREMENTS

A. General: Comply with requirements specified herein for each type of submittal, as well as any additional specific submittal requirements for individual units of work specified in the applicable Specification Section.

B. Provide special notation of dimensions established by field measurement. Highlight, encircle and otherwise Indicate deviations from Contract Documents. Construction Manager will not review shop drawings having incomplete dimensions. Construction Manager and Engineer will not review or verify accuracy of field dimensions.

C. Initial Submittal: Provide five (5) prints to Construction Manager; Construction Manager will return one (1) to Contractor.

D. Inspection, Testing, and Certification Reports:

1. Classify each inspection and test report as being either shop drawings or product data, depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production.

2. Process inspection and test reports accordingly.

E. Warranties:

1. Refer to Section 014000 for general and specific requirements for warranties, product bonds, workmanship bonds and maintenance agreements.

2. In addition to copies desired for Contractor's use, furnish five (5) executed copies of warranties, bonds or agreements. Provide additional copies of warranties for Operations & Maintenance Manuals.

F. Survey Data: Refer to Section 017700 and individual Sections for general and specific requirements on property surveys, field measurements, quantitative records of actual work, damage surveys and similar data required by individual Sections of these Specifications. None of the specified copies will be returned.

1.4 SUBMITTAL ACTION MARKINGS

A. Interpret the action marking of the Construction Manager or Engineer on returned submittals as follows:

1. NO EXCEPTIONS NOTED, or other similar wording:

No corrections; proceed with the work.

2. EXCEPTIONS NOTED, or other similar wording:

Do not fabricate or furnish items noted for correction without correcting noted discrepancies. Resubmittal is not required for approval, but resubmittal is required for the Owner's records for as-built documentation.

3. EXCEPTIONS NOTED, REVISE AND RESUBMIT, or other similar wording:

Submittal is rejected as not in accordance with Contract requirements, or for other justified cause. Correct deficiencies and resubmit for further review.

1.5 MATERIAL MANAGEMENT PLAN

A. This contract is being funded by ODOT as part of their LPA (Local Public Agency) Program. All materials incorporated into the work must meet .contract specifications, and the Contractor must be able to certify that the materials do meet the contract specifications.

B. Prior to incorporating the material into the work, the Contractor shall submit a list of all material to be used. This Project Bill of Material (PBOM) should include a description of the materials to be used with specification number, product name, manufacturer or producer name, and evidence that the producer or product is in compliance with the contract specifications.

C. All material delivered to the site must have a Certificate of Material Compliance to be able to be incorporated into the work. Certificate of Material Compliance shall include the following:

1. Project Name.
2. Material description and quantity.
3. Material supplier including address, phone number, and contact.
4. Intended use of the material.
5. Location and date of material production.
6. Applicable standards, tests, and results thereof
7. Statements declaring the material conforms to the contract requirements.

D. Costs to supply such Certificates are to be included in the cost of the work.

1.6 ADDITIONAL SUBMITTALS

A Permits, Licenses and Certificates: For the Owners records, submit to Construction Manager copies of permits, licenses, certificates, inspection reports, releases, jurisdiction settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations which bear on the Work.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 014000

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Required inspection and testing services assist In the determination of compliance of the Work with specified or indicated requirements. Required services do not relieve Contractor of the responsibility to comply with Contract Documents.

B. Quality control services include inspections, tests and related actions, including reports performed by independent agencies and governing authorities.

C. Specific quality control requirements for individual units of work. are in those Specifications Sections.

D. ·Inspections, tests and related actions specified in Contract Documents are not intended to limit Contractor's quality control procedures which facilitate overall compliance with Contract Document requirements.

E. Requirements for Contractor to provide quality control services required by the Owner, governing authorities or other authorized entities are not limited by provisions of this Section.

F. Replace rejected work at no additional cost to the Owner and without extension to Total Contract Time.

1.2 RESPONSIBILITIES

A. Contractor Responsibilities:

1. All inspections, tests and similar quality control services are Contractor's responsibility except where specifically indicated as being the Owner's responsibility, or where specifically indicated as the responsibility of another agency or organization.

2. Costs for quality control services that are the contractor's responsibility which are specified to be performed by an Independent lab or agency (not directly by Contractor) shall be included in the Base Bid.

3. Where services are specified to be performed by an independent lab or agency, Contractor shall employ and pay an independent agency, testing laboratory or other qualified firm approved by the Owner.

B. Owner Responsibilities:

1. Owner will employ and pay for the services of an independent agency, testing laboratory or other qualified firm b perform services which are the Owner's responsibility.

C. Retest Responsibility:

1. When results of required inspections, tests or similar services indicate non-compliant Work, subsequent tests and associated costs are the Contractor's responsibility.

2. Testing of revised and replaced work and associated costs are Contractor's responsibility.

D. Responsibility for Associated Services:

1. Cooperate with independent agencies performing required inspections, tests and similar services by providing auxiliary services listed in this paragraph.

   a. Provide access.

   b. Secure and protect test equipment at the Project Site.

2. Provide other auxiliary service as are reasonably requested.

E. Coordination:

1. Coordinate the sequence of inspections, tests and similar services to accommodate those required services with a minimum of delay in progress of the Work. Coordinate to avoid removing and replacing work to accommodate inspections and tests. Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities, whether the services are the Owner's or Contractor's responsibility.

2. If the laws, ordinances, rules, regulations or order of public authorities having jurisdiction require work to be inspected, tested or approved, notify the Construction Manager in advance so the Construction Manager may observe inspection, testing or approval.

F. Special Tests:

1. Owner may require Contractor to perform special tests, in addition to those required in the Specifications, on installed materials or equipment to verify conformance to Specifications.

2. Owner will pay for the performance of special tests if materials or equipment meets or exceed specified requirements. If tested items fail to meet requirements, . Contractor Is responsible for costs of the tests and to make corrections at no cost to the Owner.

1.3 QUALITY ASSURANCE

A Qualification for Service Agencies:

1. Except as otherwise indicated, engage inspection and test service agencies, including independent testing laboratories, which are prequalified as complying with *Recommended Requirements for Independent Laboratory Qualification* by the American Council of Independent Laboratories, and which are recognized in the industry as specialized in the types of inspections and tests to be performed.

2. Contractor's testing agencies are subject to approval by the Owner.

B. Codes and Standards: Perform required testing in accordance with applicable trade standards, codes and regulations and with selected standards indicated In the Specifications Sections.

1.4 SUBMITTALS

A General:

1. Refer to Section 013323 for general submittal requirements and Section 017700 for close-out requirements. Refer to individual Specification Sections for specific requirements.

2. Distribute certified, written reports of each inspection, test or similar service directly to:

   a. Construction Manager, 4 copies.

   b. Submit additional copies of .each written report directly to the governing authority if the Owner or Construction Manager so directs.

B. Report Data: Written reports of each inspection, test or similar service shall include, but are not limited to:

1. Name of testing agency or test laboratory.

2. Dates and locations of samples and tests or inspections.

3. Names of individuals making the inspection or test.

4. Designation of the work and test method.

5. Complete inspection or test data.

6. Test results.

7. Interpretations of test results.

8. Notation of significant ambient conditions at the time of sample taking and testing.

9. Comments or professional opinion of whether inspected or tested work complies with the requirements of Contract Documents.

10. Recommendations on retesting, if applicable.

B. The Contractor is responsible for notifying the testing agency or laboratory of the requirements of this Section.

1.5 REPAIR AND PROTECTION

A. General:

1. After completing inspection, testing, sample-taking and similar services, repair damaged Work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes.

2. Protect Work exposed by quality control service activities, and protect repaired Work.

.3. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

1.6 GUARANTEES, WARRANTIES AND BONDS

A. Warrant the Work for one (1) year, starting with date of Substantial Completion for the Contract, unless the requirements herein are superseded by more stringent requirements In Individual technical Specification Sections.

B. Should defects develop in the Work within the specified period due to faulty materials or workmanship, correct the Work to conform to Contract Documents. Execute repairs and corrective work, including cost of making good other work damaged or otherwise affected by making repairs, without extra charge to Owner and within 5 calendar days after written notice by the Owner or Construction Manager. On parts of the Work corrected under the Warranty, extend the warranty period for the corrected parts for one year from the date of correction.

C. Submit five (5) copies of warranties, guarantees and bonds. Show the name and location of the Project and the name of the Owner (County of Hamilton). Owner shall have the right to assign warranties, guarantees and bonds in whole or in part to end-users as designated by the Owner (for example, the warranty for the CCTV and Network equipment, if deemed appropriate by the Owner, assigned to the City of Cincinnati).

D. Delivery of warranties, guarantees and bonds does not relieve Contractor of obligations of the Contract.

1.7 FORM OF WARRANTY

A. Warranty period on equipment, labor and materials shall be the manufacturer's standard, or as specified in the Specifications Sections, but not less than required by

paragraph 1.6.A this Section.

B. Furnish specified written warranties with the request for inspection for Certificate of Substantial Completion. Submit warranties on Contractor's letterhead. Include one warranty for each separate Contractor and Subcontractor scope or unit of work, signed jointly by Contractor and Subcontractor or supplier.

C. Form of warranty is as follows (form of warranty not written as follows is cause for its rejection);

(Form of Warranty is on the following page.)

****

WARRANTY

Name of Project: _____

Scope of Work: _____

_____

_____

We warrant the Work to be in accordance with the Contract Documents. We will correct the parts of the Work not in conformance with the Contract Documents, or that becomes, or is found to be defective, within 12 months after the Date of Substantial Completion. We will bear the cost of making good the damage caused by the defective Work, including damage caused by its correction or removal, to the Owner's property or to property for which the Owner is liable. This warranty does not apply to Work which has been abused, neglected or altered by others. The warranty period begins at 12:00 Noon on the date of Substantial Completion.

Substantial Completion Date: _____

Signed by:

Contractor: _____

Subcontractor/Supplier: _____

****

• (Obtain this date from the Owner before completing the warranty form. Insert the date on th.e indicated line. Do not type this instruction on the Warranty Form.)

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 014216

DEFINITIONS, STANDARDS, AND REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. General:

This Section provides definitions, and specifies procedural and administrative requirements for compliance with governing regulations and the codes and standards imposed upon the Work. Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes and standards.

1.2 DEFINITIONS

A. General Explanation:

Definitions and explanations contained in this Section are not necessarily complete or exclusive, but are general for the Work to the extent they are not stated more explicitly in another element of the Contract Documents. More detailed definitions may be included elsewhere in the Specifications and on the Drawings.

B. Approve:

Where used in conjunction with the Owner's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of the word "approved" is held to the limitations of the Owner's responsibilities. "Approval" by the Owner does not release the Contractor from the responsibility to fulfill the requirements of the Contract Documents.

C. Architect/Engineer, or Engineer: TEC Engineering Inc.

D. Base Contract:

"Base Contract" means the original contract between the Contractor and the Owner for this project. "Base Contract" includes the parts of the Work therein, including Alternates and Unit Prices accepted by the Owner at the time of Contract Award.

F. Bid Submission Document:

Document or form that must be completed and submitted with the Bid. These documents and forms are typically identified in Division 00 by a box across the top of the first page of the document or form.

G. City: The City of Cincinnati, Ohio.

H. Construction Manager: Hamilton County Planning and Development.

I. County: The County of Hamilton or its authorized agent.

J. Completion, Final:

"Final Completion" refers to the degree of completion at which time the Project as a whole is turned over for full use to the Owner and the Work is completed in compliance with the Contract Documents.

K. Completion, Substantial:

"Substantial Completion" means the date of the "Certificate of Substantial Completion" issued by the Owner when construction is sufficiently complete in accordance with the Contract Documents so the Owner may occupy the Work or a portion of the Work for the intended use.

L. Conditions of the Contract:

General Conditions, and the Drawings and Specifications, including Division 01, Addenda, Clarifications, Change Orders, and Field Orders issued as part of the Work.

M. Construction Documents:

"Construction Documents" means the Drawings, Project Manual Including Division 01, Addenda, Clarifications, Change Orders, Field Orders and related documents that address the Work.

N: Contractor:

The terms "Contractor" and "Trade Contractor" shall have the same meaning. "Contractor" and "Trade Contractor" are used interchangeably.

0. Contract Documents:

"Contract Documents" has the identical meaning as "Conditions of the Contract".

P. Contract Time, Total:

"Contract Time" has the identical meaning as "Total Contract Time".

Q. Day(s):

Except where stated as meaning business day(s), "day(s)" mean(s) calendar day(s).

S. Directed, Requested, Approved, etc.:

Terms "directed", "requested", "authorized", "approved", "required", "accepted", and "permitted" mean "directed by the Owner", "requested by the Owner", and similar phrases. Phrases' meanings do not expand the Owner's responsibility into the Contractor's areas of construction supervision and safety.

T. Furnish:

"Furnish" means to supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

U. Indicated:

"Indicated" is a cross-reference to graphic representations, notes or schedules on Drawings, to other paragraphs or schedules in the Specification, and to similar means of recording requirements in the Contract Documents. Where "shown", "noted", "scheduled" and "specified" are used In lieu of "indicated", it is for the purpose of helping the reader of the Drawings and Specifications locate the cross-reference. "Indicated" does not imply limitation of location except as specifically noted.

V. Install:

"Install" describes operations at the project site, including unloading, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.

W. Installer:

"Installer" is the entity engaged by a Contractor, Subcontractor, or sub-Subcontractor for performance of a particular unit of work for the project, including installation, erection, application and similar required operations. It is a general requirement that the entities be expert in the operations they are engaged to perform.

X. Manufacturer's Recommendations:

"Manufacturer's recommendations", and variations thereon, means manufacturer's recommendations found in publications commonly available to and used by the architectural and engineering professions.

Y. Project Site:

"Project Site" is the space available to the Contractor; and refers to the area where the Contractor performs the on-site Work.

Z. Provide:

"Provide" means furnish and install, complete and ready for the Intended use.

AA. Regulations:

"Regulations" includes laws, statutes, ordinances and lawful orders issued by governing authorities; and the rules, conventions and agreements within the construction industry which control the performance of the Work, regardless of whether or not they are lawfully imposed by governing authority.

BB. Remove:

"Remove" means to remove and legally dispose of indicated items off-site.

CC. Total Contract Time:

"Total Contract Time" is the time period allotted for the Work, subject to limitations described in the Contract Documents.

1.3 INDUSTRY STANDARDS

A. General Applicability of Standards:

1. Except to the extent that more explicit or more stringent requirements are in the Contract Documents, applicable standards of the construction industry have the same force and effect (and are made a part of the Contract Documents by reference) as if bound directly into the Contract Documents.

2. Refer to Contract Documents for resolution of overlapping and conflicting requirements that result from the application of several different industry standards to the same unit of work.

3. Refer to Individual unit of work Sections for specialized codes and standards the Contractor must keep at the project site available for reference by the Owner.

4. Referenced standards (referenced directly in the Contract Documents or by governing regulations) have precedence over non-referenced standards which are recognized in the industry and which may be applicable to the Work.

5. Non-referenced standards recognized in the construction industry, except as otherwise limited in the Contract Documents, are applicable to the Work, and will be enforced for the performance of the Work. Owner will determine if an industry code or standard is applicable to the Work, or which of several standards are applicable to the Work.

B. Publication Dates:

Except as otherwise indicated, where compliance with an industry standard is required, comply with the standard in effect as of the date of the Construction Documents.

C. Copies of Standards:

1. A requirement of the Contract Documents is that each entity performing work be experienced in that part of the Work being performed, and that the entities be familiar with recognized industry standards applicable to the Contractor's parts of the Work. Copies of applicable standards are not bound with the Contract Documents.

2. Where copies of standards are needed for proper performance of the Work, obtain copies directly from the source.

3. Though certain copies of standards needed for enforcement of the requirements may be required submittals, the Owner reserves the right to

require the Contractor to submit other copies of the standards as necessary for enforcement of the requirements.

D. Failure to be informed of the requirements of standard specifications is not cause for additional compensation.

E. In case of conflict between the published standard and Project Specifications, the more stringent governs.

F. Where applicable, Construction Document references to technical societies, organizations and other construction entities is in accordance with the following abbreviations:

AIA ..... American Institute of Architects
AIEE..... American Institute of Electrical Engineers
ANSI ..... American National Standards Institute
ASTM ..... American Society of Testing Materials
CCS ..... City of Cincinnati Supplement to ODOT
COBC ..... Cincinnati Ohio Building Code
DOP..... City of Cincinnati Department of Purchasing
EIA ..... Electronics Industries Alliance
FS..... Federal Specification
IPCEA..... Insulated Power Cable Engineers Association
MIL..... Military Specification
NBFU..... National Board of Fire Underwriters
NBS..... National Bureau of Standards
NFPA..... National Fire Protection Association
NEC..... National Electric Code
NEMA..... National Electric Manufacturers Association
ODOT..... Ohio Department of Transportation
SPR..... Simplified Practice Recommendation
TIA ..... Telecommunications Industry Association
UL ..... Underwriter's Laboratories

1.4 REGULATORY REQUIREMENTS

A. Applicable Codes: The "Cincinnati Ohio Building Code" as administered and modified by the Department of Buildings and Inspections, City of Cincinnati, governs the work in addition to other code authorities.

B. Adherence to Codes and Regulations:

1. Before proceeding with the Work, review Drawings and Specifications for applicable laws, ordinances, rules and regulations.

2. Comply with the applicable laws, ordinances, rules and regulations unless notice is given to the City of Cincinnati, Department of Buildings and Inspections in writing of the discrepancy before proceeding with the Work.

C. Inspections by Governing Agencies:

1. Before covering up work required to be inspected, arrange for inspections and tests of the installation as required by Governing Authorities **and** by Specifications.

2. Provide necessary tools, equipment and personnel to conduct the required tests, and notify the City of Cincinnati, Department of Buildings and Inspections at least three (3) business days in advance of scheduled inspections and tests.

3. Submit approved certificate of inspection from the Governing Authority before request for final payment.

D. Requirements of Regulatory Agencies:

1. Each Contractor and Subcontractor is responsible for obtaining permits and inspections required for their work by laws, ordinances, rules and regulations, including final certificates, inspections, etc.

PART 2 MATERIALS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 015000

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SUMMARY

A. Purpose and applicability of this Section:
1. This section augments the General Conditions. References herein to specific articles in General Conditions shall not be interpreted as all-inclusive. Contractors shall review entire General Conditions for other related requirements that apply. Unless otherwise noted, the requirements of this Section apply to building sites.
2. This Section applies to the entire Project. Refer to Contract Descriptions section in Division 01 for Work included in each Contract. In the event of conflict, consult with Construction Manager prior to bid date. Refer to Instructions to Bidders.

B. Section includes:
1. Utility, fuel and water costs.
2. Temporary electric.
3. Temporary heating, ventilating and air conditioning.
4. Temporary water.
5. Temporary sanitation facilities.
6. Temporary portable fire protection equipment.
7. Construction hoists and use of Owner's elevators and stairs.
8. Protection of persons.
9. Temporary enclosure of exterior openings.
10. Protection of surfaces.
11. Temporary partitions.
12. Removal, storage and replacement of building components.
13. Temporary access and parking.
14. Field office.
15. Containers for waste materials.
16. Recycling.
17. Cleaning during construction.
18. Removal of temporary facilities.

1.2 UTILITY, FUEL AND WATER COSTS

A. **This Trade Contractor** will arrange for payment of utility, fuel and water costs required for construction purposes, both for temporary units and permanent systems, throughout the duration of the Contract. The cost of tap fees and other installation costs for temporary utilities shall be paid by the Trade Contractor requiring such temporary service. All utility taps shall be coordinated with the Construction Manager.

B. Trade Contractors shall not waste utilities, fuel and water by unnecessary running of equipment and other unnecessary or wasteful actions.

1.3 TEMPORARY ELECTRIC

A. **This Trade Contractor** is responsible for its own temporary electric for this Bid Package.

1.4 TEMPORARY HEATING, VENTILATING AND AIR CONDITIONING

A. Not required for this Bid Package.

1.5 TEMPORARY WATER

A. If it is desired, **This Trade Contractor** is responsible for its own temporary water for this Bid Package.

1.6 TEMPORARY SANITATION FACILITIES

A. **This Trade Contractor** shall provide temporary chemical-type facilities, sufficient for the number of this Contractor's craft workers on site, cleaned weekly, and placed where directed by Construction Manager. The chemical-type facilities will be utilized by only this Contractor. The chemical-type facilities shall remain on site for duration of work under this Trade Contract. Coordinate with the Construction Manager prior to removal of the chemical-type facilities.

1.7 TEMPORARY PORTABLE FIRE PROTECTION EQUIPMENT

A. **This Trade Contractor** shall provide temporary portable fire protection equipment to meet the requirements of codes referenced in Division 1; keep equipment accessible at all times in compliance .with codes.

1.8 CONSTRUCTION HOISTS

A. Not required for this Bid Package.

1.9 PROTECTION OF PERSONS

A. **This Trade Contractor** shall each provide temporary construction, such as protection of openings in floors, barricades, and protection of other hazardous conditions, for each of their respective portions of the Work, to ensure compliance with requirements of General Conditions, and Applicable Codes and Regulatory Agencies specified in Section 011100, for protection of persons throughout Contract Time. Coordinate protection through Construction Manager.

B. Refer to other sections of Specifications for further requirements for protection of persons.

1.10 TEMPORARY ENCLOSURE OF EXTERIOR OPENINGS

A. Not required for this Bid Package.

1.11 PROTECTION OF SURFACES

A. **This Trade Contractor** shall protect items, exposed unfinished surfaces and finish surfaces as specified below. If items, exposed unfinished surfaces or finish surfaces are stained, discolored, damaged, or otherwise rendered in unacceptable or unusable condition, as determined by Construction Manager, restore to new condition or replace, to satisfaction of Construction Manager, with materials approved by Construction Manager and manufacturer of items, exposed unfinished surfaces and finish surfaces being restored.

1.12 TEMPORARY PARTITIONS

A. Not required for this Bid Package.

1.13 REMOVAL, STORAGE AND REPLACEMENT OF EXISTING BUILDING COMPONENTS

A. Per Construction Manager direction.

1.14 TEMPORARY ACCESS AND PARKING

A. Personal parking shall be off-site and paid for by each Contractor, with no additional charges to Owner.

1.15 FIELD OFFICE TOOL TRAILER

A. Not required for this Bid Package.

1.16 CONTAINERS FOR WASTE MATERIALS

A. All Trade Contractors are to provide their own means for removal of construction materials from the site.

1.17 CLEANING DURING CONSTRUCTION

A. **This Trade Contractor** is responsible for **daily** cleanup and disposal of all debris associated with its work activities. Debris not removed by the Trade Contractors will be discarded at the delinquent Trade Contractor's expense. These expenses will be billed at an hourly rate of $100/hr/person, plus any additional requirements such as hoisting, dumpster, misc. equipment rental and other related work.

1.16 REMOVAL OF TEMPORARY FACILITIES

A. When temporary facilities are no longer required, remove them from Site. Unless otherwise specified herein, all such facilities shall be removed before Substantial Completion. Removal shall be performed by Trade Contractor who provided the temporary facilities as specified herein.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 017329

CUTTING AND PATCHING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Requirements for all cutting (including excavation), fitting and patching required to:

1. Uncover portions of the Work to provide for installation of ill-timed work.

2. Remove and replace defective work or work not conforming to requirements of Contract Documents.

3. Cutting and patching as required at interface of new work at existing construction.

B. Also refer to General Conditions.

1.2 SUBMITTAL$

A. Requests for Construction Manager's Consent:

1. Prior to cutting which affects structural safety, submit written request to Construction Manager for permission to proceed with cutting.

2. Should conditions of the Work, or schedule, indicate a required change of materials or methods for cutting and patching, so notify Construction Manager and secure its written permission and the required change order prior to proceeding.

B. Notices to Construction Manager:

1. Prior to cutting and patching performed pursuant to Construction Manager's instructions, submit cost estimate to Construction Manager. Secure Construction Manager's approval of cost estimates and type of reimbursement before proceeding with cutting and patching.

2. Submit written notice to Construction Manager designating the time work will be uncovered, to provide for .Construction Manager's observation.

1.3 QUALITY ASSURANCE

A. Coordinate with work of other Contractors and subcontractors to minimize cutting and patching.

B. Perform cutting and patching with adequate numbers of skilled workmen who are trained and experienced in the necessary crafts and who are familiar with the specified

requirements and methods needed for proper performance of the work.

C. Patching shall match the adjacent surfaces, shall meet code requirements, and shall be performed by trade for work requiring patching.

PART 2 PRODUCTS

2.1 MATERIALS

A. Comply with Sections and standards for each specific product involved.

2.2 · PAYMENT FOR COSTS

A. Owner will reimburse Contractor for cutting and patching performed pursuant to a written change order, after claim for such reimbursement is submitted by Contractor. Perform other cutting and patching needed to comply with Contract Documents at no additional cost to Owner.

B. Any cost caused by defective or Ill-timed work shall be borne by the party responsible for same.

PART 3 EXECUTION

3.1 PREPARATION

A. Inspect existing conditions of the Project Site, including elements subject to damage or movement during cutting and patching.

B. Provide adequate temporary support as necessary to assure the structural value or integrity of affected portion of work.

C. Provide devices and methods to protect other portions of the Project from damage.

D. Provide protection from the elements for that portion of the Project that may be exposed by cutting and patching work.

3.2 INSTALLATION

A. Execute cutting and demolition by methods · that will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.

B. Employ original installer or fabricator to perform cutting and patching for:

1. Weather-exposed or moisture-resistant elements.

2. Sight-exposed finished surfaces.

C. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.

D. Restore work which has been cut or removed; install new products to provide

completed work in accordance with requirements. of Contract Documents.

E. Where new work requires cutting and patching of existing conditions, patch adjacent areas and interface new work with existing to provide a finished construction of like materials, finishes, quality and function at the existing conditions. Make all repairs and patches, fillings, etc., to the satisfaction of Owner, Construction Manager, and Engineer.

END OF SECTION

SECTION 017419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Requirements for demolition and construction waste management.

B. Sample Waste Management Plan and Waste Tracking forms.

1.2 WASTE MANAGEMENT PROGRAM

A. Recycling of demolished and waste materials is !IQ!. mandated by this project. However, where recycling Is economically viable, or where recycling demolished or waste material is cost-neutral, Contractor shall recycle demolished and waste materials. Where recycling of demolished or waste material is not viable, Contractor shall provide a written explanation of why recycling of those materials is not viable. In all cases, Contractor shall track and account for the disposition of all demolished and waste materials, as specified in this Section, In order to document the overall percentage of demolished and waste materials actually recycled in the course of the project.

1.3 SUBMITTALS

A. Construction Waste Management Plan (see attached sample plan).

B. Waste Management Tracking Chart.

C. Accounting of all materials removed, installed or otherwise used on site during Work.

D. List of selected construction haulers and recyclers selected to handle designated materials.

E. Documentation of total demolished and waste materials removed from the site, quantities of material diverted from landfill, and means by which it was diverted.

1. Required weight tickets.

2. Photographs of Construction Waste Management activities:
   a. Separate dumpsters for segregated materials.
   b. Piles of separated material for scrap reuse/recycling.

F. Certification letter signed by Contractor stating amount of diversion for each type of material/product that has been achieved.

G. Provide the following:

1. Analysis of the types of waste to be generated, including estimated quantities.

2. Separation and storage of materials for recycling.

3. Recycling Vendor: Name of the recycling processor for each material and estimated tip fee or rebate.

4. Transportation (hauling) costs.

5. The amount (in tons or cubic yards) of material delivered to landfill from the Project Site, the identity of the landfill, the total amount of tipping fees paid at the landfill, and the total disposal cost. Include manifests, weight tickets, receipts, and invoices.

6. For each material recycled, reused, or salvaged from the Project Site, document the amount (in tons or cubic yards). the date removed from the Project Site, the receiving party, the transportation cost, the amount of any money paid or received for the recycled or salvaged material, and the net total cost or savings of salvage or recycling. Attach manifests, weight tickets, receipts, and Invoices.

PART 2 PRODUCTS

2.1 MATERIALS

A. Recyclable Materials:

1. Copper cabling.

2. Metals.

3. Brickbats, crushed mortar, and other masonry materials.

4. Wood and wood products.

B. If Contractor chooses not to recycle any of the materials listed above, provide an analysis and explanation of the decision explaining why such actions were not implemented.

PART 3 EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT PLAN IMPLEMENTATION

A. Track recycling efforts throughout the Contract duration. Submit calculations, by weight or volume, showing actual amount of waste generated and percentage diverted from landfill. Contractor shall submit an updated Waste Management Tracking Chart with each monthly Application for Progress Payment.

B. Use area on site designated by the Construction Manager for sorting recyclable materials and for dumpsters.

C. Contractor shall designate an on-site representative responsible for Construction Waste Management compliance. This person shall also be responsible for collection of data to meet submittal requirements.

3.2 PROCEDURES

A. Create a clearly marked area for crushing, stockpiling, and hauling recyclable materials, where designated by the Construction Manager.

B. Locate separation and recycling bins to allow for easy access by workers. Clearly label bins, and secure bins to prevent unauthorized mixing.

C. Provide adequate turning clearances for construction and recycling vehicles at the pick-up locations.

D. Establish a chain of command and communication from the Contractor and Subcontractor, to the Construction Manager.

E. All recyclers shall provide the Contractor with the following, which will be foiwarded to the Construction Manager:

1. Materials scheduled for recycling.

2. Costs associated with service.

3. Weight or volume of recyclables collected.

4. Identification of disposal location.

5. Schedule for pick-up.

6. Specifics of materials handling.

F. All employees are to receive instruction on implementation of the Construction Waste Management Plan.

G. Review the Plan during each Safety meeting.

H. Include a requirement to recycle as much as possible in all subcontractor agreements. Identify target materials that are cost-effectively recycled in the project area.

I. Emphasize the need for cleanliness of recyclables.

J. Clean recycling area daily.

K. Properly label recycling containers.

END OF SECTION

SECTION 017700

CLOSEOUT PROCEDURES AND SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Project requirements to be fulfilled near the end of Contract time in preparation for final acceptance and possession of the Work, by the Owner.

1.2 RELATED SECTIONS

A. Section 007200 - General Conditions.

B. Section 013300 - Submittals.

C. Section 014000 - Quality Requirements.

D. Section 015000 - Temporary Facilities and Controls.

E. Specific additional requirements for individual units of Work are included in the appropriate Specifications Sections.

1.3 COORDINATION

A. Each Contractor and subcontractor shall comply with provisions of this Section.

B. All submittals and requests specified in this Section shall be made by subcontractor to Contractor as required. Contractor shall:

1. Keep a log of all submittals and requests.

2. Review all submittals and requests.

3. Transmit submittals and requests to Construction Manager with a cover letter itemizing all submittals and requests being transmitted along with a statement indicating for each item Contractor's best judgment as to the appropriateness of the submittal or request.

1.4 QUALITY ASSURANCE

A. Prior to requesting inspection, confirm that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.5 PREREQUISITES TO SUBSTANTIAL COMPLETION

A. General: Complete the following before requesting the Owner's inspection for Certificate of Substantial Completion, either for all the Work or for portions of the

Work List known exceptions in the request.

1. Items required for Substantial Completion per Section 007200.

2. In the progress payment request that coincides with, or Is the first request following the date Substantial Completion is claimed, show either 100% completion for the portion of the Work claimed as substantially complete, or list incomplete items, the value of incomplete work, and the reasons for the Incomplete work. Include supporting documents for completion that are required by the Contract Documents. Include a statement showing an accounting of changes to the Contract Sum to date.

3. Advise Construction Manager of pending insurance change-over requirements and provisions for continuing the performance bond through the warranty period.

4. Submit operations, maintenance and data manuals and materials, including spare and replacement parts including special maintenance tools if required by manufacturer for proper maintenance.

5. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents for those items whose warranties, guarantees, bonds, etc. commence on the date of Substantial Completion.

6. Discontinue or change over and remove temporary facilities and services from the project site, along with construction tools and facilities, and similar elements.

7. Complete cleaning requirements.

B. Inspection Procedures:

1. Upon receipt of Contractor's request for inspection, the Owner and the Owner's representatives (Construction Manager, Engineer, etc.) will either proceed with inspection or advise the Contractor of unfilled prerequisites.

2. Following initial inspection, the Construction Manager and the Owner will prepare the Certificate of Substantial Completion or will advise Contractor of Work which must be performed before the Certificate can be issued. Owner and the Owner's representatives will repeat the inspection when requested and when assured that the Work is substantially complete.

3. Results of the completed inspection will form the initial punch list for final acceptance.

1.6 PREREQUISITES TO FINAL COMPLETION

A. General: Complete the following before requesting the Owner's final inspection for certificate of final acceptance and final payment as required by the Owner Requirements. List known exceptions, if any, in the request.

1. Items required for Final Completion per Section 007200.

2. Submit the final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required. Include an updated final statement accounting for final additional changes to the Contract Sum.

3. Submit a copy of the Owner's final punch list stating that each Item is complete or otherwise resolved for acceptance.

4. Submit consent of Surety.

5. Submit evidence of final, continuing insurance coverage complying with the insurance requirements of the Conditions of the Contract.

6. Submit affidavits as required by the Ohio Mechanics lien law.

7. Submit Prevailing Wage Compliance Certificates.

8. Submit Record Documents, final project photographs, damage or settlement survey and similar final record information.

B. Reinspection Procedure:

1. Owner and the Owner's representatives (Construction Manager, Engineer, etc.) will reinspect the Work upon receipt to Contractor's notice that the Work, including punch list items resulting from earlier inspections, is complete except for those items whose completion was delayed because of circumstances acceptable to the Owner.

2. Upon completion of reinspection, the Construction Manager and the Owner will either prepare a certificate of final acceptance, or will advise Contractor of Work that is incomplete or of obligations not fulfilled, but required for final acceptance.

3. If necessary, the reinspectlon procedure will be repeated.

1.7 PROJECT RECORD DOCUMENTS

A. Provide Record Documents for all aspects of the Project. Unless noted otherwise, show in red ink on black-line prints furnished for that purpose the changes from the Contract Documents made during the Work.

B. Provide Record Documents to the **Owner** Incorporating information from subcontractors and insure that they indicate the following:

1. Correct location of Work items and equipment where it differs from the location shown on Drawings.

2. Specific items listed in individual Specification Sections.

3. Other information of a pertinent or useful nature.

C. Make notations in a neat and legible manner on the prints, with additional explanatory drawings or sketches necessary.

D. Submit the completed set of Record Documents for each Phase of Work as specified in 1.6 above, unless noted otherwise within individual specification Sections.

E. Refer also to individual specification sections for specific additional requirements for Record Documents.

1.8 GUARANTEES

A. Before request for final payment, submit to the **Owner** the certificates of guarantee and warranty required by the Specifications.

1.9 CLOSEOUT PROCEDURES

A. Except as otherwise indicated or requested by the **Owner,** remove temporary protection devices and facilities installed during the Work to protect existing or previously completed Work.

B. Comply with safety standards and governing regulations for cleaning operations. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of Jn a lawful manner. Where extra materials of value ·remaining after completion of associated work have become the Owner's property, dispose of these materials as directed by the Owner.

1.10 PROJECT CLOSEOUT SUBMITTAL CHECKLIST

A. Each Contractor and subcontractor shall submit his portion of the following documents, as applicable, in accordance with all requirements of the Contract Documents:

1. Project Record Documents (As-Builts).
2. Operation and maintenance manuals and materials where specified for mechanical and electrical equipment.
3. Operation and maintenance data and materials for operating items other than mechanical and electrical equipment where specified.
4. Maintenance materials and spare parts.
5. Maintenance data and materials for finish materials where specified.
6. Replacement materials.
7. Special maintenance tools if required by manufacturer for proper maintenance, or if specified.
8. Guarantees, warranties and bonds.
9. Affidavits. ·
10. Evidence of compliance with requirements of governing authorities as applicable.
11. Release of liens and other related project closeout data, If required by Owner, as indicated in General Conditions and Supplementary Conditions.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 017880

MANPOWER UTILIZATION FORMS

PART 1 GENERAL

See the enclosed manpower utilization forms to be incorporated as a part of the Contract Documents. All forms are attached to this Section.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

The Banks - Phase 3B Public Infrastructure Development Parking Garage And Street Grid

Monthly Workforce Tracking Form

Contractor Name:		**Contract Value:**		Trade Contract #:		Pay Application #:	
Date Submitted:		**Business Type: (Circle all that apply)**	SBE *BSBE MBE WBE DBE NONE				
Contact Person:		**Reporting Dates:**	From:		To:		
Address:		**Federal Tax ID Number:**					
City/State/Zip Code:		**County:**					
Telephone Number:		**Email:**					
Trade Contract Description:		**Circle Appropriate Box:**	**Contractor**		**Subcontactor**		

The Banks Monthly Workforce

Job Categories Trade Employees		**Total Employee Hours Worked**				**Total Minority (Hours)**				**Caucasian (Hours)**		**African American (Hours)**		**Asian American (Hours)**		**Hispanic American (Hours)**		**Native American (Hours)**	
Job Categories Trade Employees	**Total Hours**	**Total Male Hours**	**Total % Male**	**Total Female Hours**	**Total % Female**	**Minority Male Hours**	**Total % Male Minority**	**Minority Female Hours**	**Total % Female Minority**	**Caucasian Male Hours**	**Caucasian Female Hour**	**African American Male Hours**	**African American Female Hours**	**Asian American Male Hours**	**Asian American Female Hours**	**Hispanic American Male Hours**	**Hispanic American Female Hours**	**Native American Male Hours**	**Native American Female Hours**
FOREPERSON	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT OPERATORS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MECHANICS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRUCK DRIVERS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
IRONWORKERS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CARPENTERS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CEMENT MASONS (and CONCRETE FINISHERS)	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ELECTRICIANS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PIPEFITTERS/PLUMBERS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PAINTERS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABORERS-SEMI SKILLED	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABORERS-UNSKILLED	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	**0.00**	**0.00**	**0.00%**	**0.00**	**0.00%**	**0.00**	**0.00%**	**0.00**	**0.00%**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Authorized Contractor Representative Signature:	**Title:**	**Date:**

The Banks - Public Infrastructure Development Parking Garage and Street Grid

Instructions Form WF-01

WF-01 Number of Employee Hours Report

Contractor Name:	Indicate Contractor's official name
Contract Value $:	Indicate the approved Contract Value in dollars
Contract #:	Indicate the contract number for this contract
Project #:	Indicate the project number for this contract
Date Submitted:	Indicate the date the form is submitted
Reporting Dates:	Indicate the time period covered by this report (from date and to date)
Contact Person:	Indicate the Contractor's contact person responsible for completing this form
Business Status:	Indicate the Contractor's business status. Circle all which apply (if applicable)
Contractor Address:	Indicate the address of the contractor submitting the form
Federal Tax ID (FTID) Number:	Indicate the Federal Tax Identification or Social Security Number of the Contractor submitting the form
City/State/Zipcode:	Indicate the City, State and Zip Code of the Contractor's business location
County:	Indicate the County of the Contractor's business location
Telephone Number:	Indicate the telephone number of the Contractor's designated contact person
Email:	Indicate the email of the Contractors designated contact person
Trade Contract Description:	Indicate the description of the Contractor's work on this project
Job Category Trade Employees:	Indicate the job category of the trade employees working on the project
Total Employee Hours Worked:	Indicate the total number of employees hours worked for the time period covered by this report
Total Minority/Female Hours:	Indicate the total number of hours worked by minority and female employees for the period covered by this report
Caucasian Hours:	Indicate the total number of employees hours worked for Caucasian employees
African American Hours:	Indicate the total number of employees hours worked for African American employees
Asian American Hours:	Indicate the total number of employees hours worked for Asian American employees
Hispanic American Hours:	Indicate the total number of employees hours worked for Hispanic American employees
Native American Hours:	Indicate the total number of employees hours worked for Native American employees
Male/Female:	Indicate the number or % of male or female employees for the time period covered by this report
Foreperson:	Indicate the number of employees identified as Foreperson's working on this project
Equipment Operators:	Indicate the number of employees identified as Equipment Operators working on this project
Mechanics:	Indicate the number of employees identified as Mechanics working on this project
Truck Drivers:	Indicate the number of employees identified as Truck Drivers working on this project
Ironworkers:	Indicate the number of employees identified as Ironworkers working on this project
Carpenters:	Indicate the number of employees identified as Carpenters working on this project
Cement Mason(and Concrete Finishers):	Indicate the number of employees identified as Cement Masons(and Concrete Finishers) working on this project
Electricians:	Indicate the number of employees identified as Electricians working on this project
Pipefitter/Plumber:	Indicate the number of employees identified as Pipefitters/Plumbers working on this project
Painters:	Indicate the number of employees identified as Painters working on this project
Laborer-Semi Skilled:	Indicate the number of employees identified as Laborers-Semi Skilled working on this project
Laborers -Unskilled:	Indicate the number of employees identified as Laborers-Unskilled working on this project
Grand Totals:	Indicate the total of employee hours work for the identified categories for the timeframe covered by this report
Contractor Representative Signature:	Indicate the signature of the Contractor's authorized representative
Title:	Indicate the title of the Contractor's authorized representative
Date:	Indicate the date of the Contractor's authorized representative sign the form

*Job Trade Category Definitions are attached

FOREPERSON - Directly supervise and coordinate activities of construction. (Sample: Construction Foreman, Construction Superintendent, Construction Supervisor, Field Supervisor, Foreman, Job Superintendent, Project Superintendent, Site Superintendent, Superintendent, Supervisor)

EQUIPMENT OPERATORS - Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement. May repair and maintain equipment in addition to other duties. (Sample: Back Hoe Operator, Engineering Equipment Operator, Equipment Operator, Heavy Equipment Operator, Loader Operator, Machine Operator, Motor Grader Operator, Operating Engineer, Operator, Track Hoe Operator.) Operate equipment used for applying concrete, asphalt, or other materials to road beds, parking lots, or airport runways and taxiways, or equipment used for tamping gravel, dirt, or other materials. Includes concrete and asphalt paving machine operators, form tampers, tamping machine operators and stone spreader operators. (Sample: Equipment Operator (EO), Paver Operator, Roller Operator, Truck Driver, Operator, Screed Operator, Heavy Equipment Operator, Maintenance Equipment Operator (MEO), Asphalt Raker, Asphalt Paver Operator.)

MECHANICS - Operate on one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement. May repair and maintain equipment in addition to other duties. (Sample: Back Hoe Operator, Engineering Equipment Operator, Equipment Operator, Heavy Equipment Operator, Loader Operator, Machine Operator, Motor Grader Operator, Operating Engineer, Operator, Track Hoe Operator.)

TRUCK DRIVERS – Heavy and Tractor-Trailer Truck Drivers - Drive a tractor trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license. (Sample: Truck Driver, Driver, Over the Road Driver (OTR Driver), Line Haul Driver, Delivery Driver, Owner Operator, Road Driver, Semi Truck Driver, City Driver, Feeder Driver)

IRONWORKERS - Structural Iron and Steel Workers - Raise, place, and unite iron or steel girders, columns, and other structural members to form completed structures or structural frameworks. May erect metal storage tanks and assemble prefabricated metal buildings. (Sample: Ironworker, Iron Worker, Fitter / Welder, Steel Fabricator, Steel Worker, Structural Steel Erector, Tower Hand) Reinforcing Iron and Rebar Workers - Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Use a variety of fasteners, rod-bending machines, blowtorches and hand tools. Includes rod busters. (Sample: Ironworker, Rod Buster, Iron Worker, Steel Tier, Field Ironworker, Reinforced Ironworker, Rodman)

CARPENTERS - Construct, erect, install, or repair structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding, and rafters; and wood stairways, window and door frames, and hardwood floors. May also install cabinets, siding, drywall and batt or roll insulation. Includes brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways. Construction Carpenters - Construct, erect, install, and repair structures and fixtures of wood, plywood, and wallboard, using carpenter's hand tools and power tools. (Sample: Carpenter, Lead Carpenter, Assembler, Finish Carpenter, Construction Worker, Custom Stair Builder, Installer, Production Worker, Trim Carpenter, Concrete Carpenter) Rough Carpenters - Build rough wooden structures, such as concrete forms, scaffolds, tunnel, bridge, or sewer supports, billboard signs, and temporary frame shelters, according to sketches, blueprints, or oral instructions. (Sample: Carpenter, Apprentice Carpenter, Form Carpenter, Journeyman Carpenter, Rough Carpenter, Union Carpenter, Bridge Carpenter, Bridge Repair Crew Person)

CEMENT MASON(and Concrete Finishers) - Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, roads, or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; and use saws to cut expansion joints. (Sample: Concrete Finisher, Cement Finisher, Cement Mason, Finisher, Mason, Concrete Mason.)

ELECTRICIANS - Install, maintain, and repair electrical wiring, equipment, and fixtures. Ensure that work is in accordance with relevant codes. May install or service street lights, intercom systems, or electrical control systems. (Sample: Chief Electrician; Control Electrician; Electrician; Industrial Electrician; Inside Wireman; Journeyman Electrician; Journeyman Wireman; Maintenance Electrician; Mechanical Trades Specialist, Electrician; Qualified Craft Worker, Electrician (QCW, Electrician)

PIPEFITTER/PLUMBER- Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Includes sprinkler fitters. (Sample: Pipe Fitter, Pipefitter, Welder, Steamfitter, Sprinkler Fitter, Equipment Service Associate (ESA), Machine Repairman, Journeyman Pipefitter, Millwright, Pipe Welder.) Assemble, install, or repair pipes, fittings, or fixtures of heating, water, or drainage systems, according to specifications or plumbing codes. (Sample: Commercial Plumber; Drain Cleaner, Plumber; Drain Technician; Journeyman Plumber; Master Plumber; Plumber; Plumber Gasfitter; Plumbing and Heating Mechanic; Residential Plumber; Service Plumber)

PAINTERS - Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May remove old paint to prepare surface prior to painting. May mix colors or oils to obtain desired color or consistency. (Sample: Painter, Facilities Painter, Maintenance Painter, Highway Painter, Industrial Painter)

LABORERS-SEMI SKILLED – Having or requiring more training and skill than unskilled labor but less than skilled. Perform tasks involving physical labor at construction sites. May operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small mechanical hoists, surveying and measuring equipment, and a variety of other equipment and instruments. May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, and clean up rubble, debris and other waste materials. May assist other craft workers. (Sample: Construction Laborer, Construction Worker, Curb and Gutter Laborer, Drain Layer, Drop Crew Laborer, Helper, Laborer, Post Framer, Skill Labor, Union Laborer)

LABORERS UNSKILLED – All non-classified laborers. Any miscellaneous job classifications are to be incorporated in the most appropriate category listed on the form. All employees on the project should be accounted for.

The Banks - Phase 3B Public Infrastructure Development Parking Garage and Street Grid

Number of Employees Report

Contractor Name:		**Contract Value $:**				
Date Submitted:		Reporting Dates:	From:		To:	
Contact Person:		Pay Application #:				
Address:		County:				
City/State/Zip Code:		Business Type:				
Telephone Number:		Federal Tax ID:				
Trade Contract Description:		Contact Email:				

Number of Employees

	Total Number of Employees	Caucasian Men		Women		Minority		Caucasian		African American		Asian American		Hispanic American		Native American	
Joint Policy Questions		Total Number of Caucasian Men	Percentage of Total Employees	Total Number of Women	Percentage of Total Employees	Total Number of Minority Men and/or Women	Percentage of Total Employees	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Total number of employees working on this Banks contract?	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0	0
Total number of full-time employees working on Banks contract [6.6 (a) (1)]	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0	0
Total number of part-time employees working on Banks contract [6.6 (a) (1)]	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0	0
Total number of employees working on Banks contractor (who perform work directly or indirectly) who lives in the Cincinnati Middletown MSA [9.1 (a) (ii)]	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0	0
Total number of all employees working within this MSA (All employees in company)	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0	0

****Note minority female workers count in both the women and minority columns but only once in the total number of employees column.**

Do you expect to hire additional employees to work on The Banks Project? YES NO

If so, please provide a general description of the skills and capability requirements for each additional employee

Authorized Contractor Representative:

Signature **Title** **Date**

The Banks - Public Infrastructure Development Parking Garage and Street Grid

Instructions Form WF-02

WF-02 Monthly Workforce Tracking Form

Contractor Name:	Indicate Contractor's official name
Contract Value $:	Indicate the approved Contract Value in dollars
Contract #:	Indicate the contract number for this contract
Project #:	Indicate the project number for this contract
Date Submitted:	Indicate the date the form is submitted
Reporting Dates:	Indicate the time period covered by this report (from date and to date)
Contact Person:	Indicate the Contractor's contact person responsible for completing this form
Contractor Address:	Indicate the address of the contractor submitting the form
Federal Tax ID (FTID) Number:	Indicate the Federal Tax Identification or Social Security Number of the Contractor submitting the form
City/State/Zip code:	Indicate the City, State and Zip Code of the Contractor's business location
County:	Indicate the County of the Contractor's business location
Telephone Number:	Indicate the telephone number of the Contractor's designated contact person
Email:	Indicate the email of the Contractors designated contact person
Total # of Employees:	Indicate the total number of participants who worked on this contract
Total # of Caucasian Men:	Indicate the total participation of Caucasian men working on this contract
Total Percent of Caucasian Men:	Indicate the total percentage of Caucasian men working on this contract
Total # of Women:	Indicate the total participation of females working on this contract
Total Percent of Women:	Indicate the total percentage of females working on this contract
Total # of Minorities:	Indicate the total participation of minorities working on this contract
Total Percent of Minorities:	Indicate the total percentage of minorities working on this contract
Caucasian Men :	Indicate the total number of Caucasian men working on this contract
Caucasian Women :	Indicate the total number of Caucasian women working on this contract
African American Men:	Indicate the total number of African American men working on this contract
African American Women:	Indicate the total number of African American women working on this contract
Asian American Men:	Indicate the total number of Asian American men working on this contract
Asian American Women:	Indicate the total number of Asian American women working on this contract
Hispanic American Men:	Indicate the total number of Hispanic American men working on this contract
Hispanic American Women:	Indicate the total number of Hispanic American women working on this contract
Native American Men:	Indicate the total number of Native American men working on this contract
Native American Women:	Indicate the total number of Native American women working on this contract
Total # Minority and/or Women:	Indicate the combined total of minorities and women working on this contract
Percentage of Total Employees:	Indicate the combined percentage of minorities and women working on this contract
Grand Totals:	Indicate the total of employee hours work for the identified categories for the timeframe covered by this report
Contractor Representative Signature:	Indicate the signature of the Contractor's authorized representative
Title:	Indicate the title of the Contractor's authorized representative
Date:	Indicate the date of the Contractor's authorized representative sign the form

*Job Trade Category Definitions are attached

The Banks - Public Infrastructure Development Parking Garage and Street Grid

Monthly Subcontractor Utilization Report

Contractor Name:		**Type of Inclusion Program:**	SBE or DBE
Date Submitted:		**Contractor Pay Application #:**	
Contact Person:		**Reporting Period From:**	**To:**
Contractor Address:		**Business Type:** (Circle all that apply)	*Banks SBE SBE MBE WBE **DBE None
Contractor City/State/Zip Code:		**County:**	
Telephone Number:		**Federal Tax ID:**	
Trade Contract Description:		**Email Address:**	

Employee Information Form

Employee Name	Minority (Circle Y or N)		Female (Circle Y or N)		Full or Part Time (Circle FT or PT)		Home Address	Last 4 digits of Social Security #	Minority Classification	County	Job Trade Category
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					

***The Banks SBE - An SBE certified by the City of Cincinnati Economic Inclusion**

****The Banks DBE - A DBE certified through the Ohio DBE Unified Certification Program**

*****Column should refeclt the information entered on form AIA Document G703 column E**

The undersigned certifies that the information recorded above is correct, and that each of the representations set forth above is true. The undersigned further acknowledges that any misrepresentation heron may result in termination of contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Authorized Contractor Representative:

_____ **Signature**

_____ **Title**

_____ **Date**

The Banks - Public Infrastructure Development Parking Garage and Street Grid
Instructions Form WF-03

WF-03 Monthly Employee Report

Contractor Name:	Indicate Contractor's official name
Contract Value $:	Indicate the approve Contract Value in dollars
Contract #:	Indicate the contract number for this contract
Project #:	Indicate the project number for this contract
Date Submitted:	Indicate the date the form is submitted
Reporting Dates:	Indicate the time period covered by this report (from date and to date)
Contact Person:	Indicate the Contractor's contact person responsible for completing this form
Business Type:	Indicate the Contractor's business status. Circle all which apply (if applicable)
Contractor Address:	Indicate the address of the contractor submitting the form
Federal Tax ID (FTID) Number:	Indicate the Federal Tax Identification or Social Security Number of the Contractor submitting the form
City/State/Zipcode:	Indicate the City, State and Zip Code of the Contractor's business location
County:	Indicate the County of the Contractor's business location
Telephone Number:	Indicate the telephone number of the Contractor's designated contact person
Email:	Indicate the email of the Contractors designated contact person
Trade Contract Description:	Indicate the description of the Contractor's work on this project
Employee Name:	Indicate the name of employee working on this project
Minority:	Indicate whether the employee belongs to an ethnic minority group - Circle Response - Yes or No
Female:	Indicate whether the employee is female of any ethnic group - Circle Response - Yes or No
Full/Part Time:	Indicate whether the employee is working in a full time or part time capacity -Circle Response - FT or PT
Home Address:	Indicate the home address of the employee
Last 4 Digits of Employee Social Security #:	Indicate the last 4 social security numbers of the employee
Minority Classification:	Indicate the minority classification of the employee (if applicable)
County:	Indicate the county of the employee
Job Category Trade Employees:	Indicate the job category of the trade employees working on the project
Contractor Representative Signature:	Indicate the signature of the Contractor's authorized representative
Title:	Indicate the title of the Contractor's authorized representative
Date:	Indicate the date of the Contractor's authorized representative sign the form

*Job Trade Category Definitions are attached

Consolidated Metropolitan Statistical Area (CMSA) OH-KY-IN

40006	40011	40045	40055	40075	40355	40359	40363	40379	41001
41003	41005	41005	41006	41007	41008	41010	41011	41012	41014
41017	41018	41019	41021	41025	41030	41033	41034	41035	41040
41043	41044	41045	41046	41051	41052	41053	41054	41055	41056
41062	41063	41071	41072	41073	41074	41075	41076	41083	41085
41086	41092	41094	41095	41096	41097	41098	41099	45001	45002
45003	45004	45005	45011	45012	45013	45014	45015	45018	45030
45032	45033	45034	45036	45039	45040	45041	45042	45044	45050
45051	45052	45053	45054	45055	45056	45061	45062	45063	45064
45065	45066	45067	45068	45069	45071	45101	45102	45103	45105
45106	45107	45111	45112	45113	45114	45115	45118	45119	45120
45121	45122	45123	45130	45131	45132	45133	45135	45140	45142
45144	45146	45147	45148	45150	45152	45153	45154	45155	45156
45157	45158	45159	45160	45162	45164	45166	45167	45168	45169
45171	45172	45174	45176	45177	45201	45202	45203	45204	45205
45206	45207	45208	45209	45211	45212	45213	45214	45215	45216
45217	45218	45219	45220	45221	45222	45223	45224	45225	45226
45227	45229	45230	45231	45232	45233	45234	45235	45236	45237
45238	45239	45239	45240	45241	45242	45243	45244	45245	45246
45247	45248	45249	45250	45251	45252	45253	45254	45255	45258
45262	45263	45264	45267	45268	45269	45270	45271	45273	45274
45275	45277	45280	45296	45298	45299	45335	45458	45612	45616
45618	45650	45657	45660	45671	45679	45684	45693	45697	45999
47001	47003	47006	47010	47011	47012	47016	47018	47019	47020
47021	47023	47024	47030	47031	47033	47034	47035	47036	47037
47038	47039	47040	47041	47042	47043	47060	47224	47250	47325
47331	47353	47357							

ODOT's LPA Template (ODOT Spec Book and LPA Spec Book)
Required Contract Provisions.

1. ODOT'S 2016 CONSTRUCTION AND MATERIAL SPECIFICATIONS (CM&S) AND ITS SUPPLEMENTS

With the exception of Section 100 "General Provisions" included in the matrix below, ODOT's Construction and Material Specifications (CM&S) and its supplements are hereby incorporated by reference, in their entirety, as if rewritten herein. **The incorporation of this document by reference is not intended to interfere with the order of precedence set forth in Section 105.04 of the CMS Manual.**

In accordance with the Locally Administrated Transportation Projects Manual of Procedures (LATPM), when bidding this project, the Contractor should replace the terms "the Department", "the Engineer" and "the DCA" with the term "the Local Public Agency (LPA)." Furthermore, nothing in this document is intended to alter the LPA's adherence to Ohio Revised Code, local ordinance or other applicable requirements which are properly established.

Excluded 2016 Specifications			
Section102.01	Section 103.01	Section 105.19	Section 108.09
Section 102.03	Section 103.02	Section 107.04	Section 109.06
Section 102.06	Section 103.04	Section 107.13	Section 109.09
Section 102.09	Section 103.05	Section 108.01	Section 109.12(A)
Section 102.10	Section 103.06	Section 108.02(B)	Section 109.12(B)
Section 102.11	Section 103.07	Section 108.02(E)	Section 109.12(E)
Section 102.13	Section 104.02(A)	Section 108.02(G)	
Section 102.14	Section 105.05	Section 108.08	
Section 102.17	Section 105.13		

2. STEEL AND IRON PRODUCTS MADE IN THE UNITED STATES

Furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in 23 CFR 635.410 and State of Ohio laws, and ORC 153.011 and 5525.21. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States. Both the State and Federal requirements contained in (A.) and (B.) of this section apply to this contract.

A. Federal Requirements. All steel or iron products incorporated permanently into the Work must be made of steel or iron produced in the United States and all subsequent manufacturing must be performed in the United States. Manufacturing is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing begins with the initial melting and mixing and continues through the bending and coating stages. If a domestic product is taken out of the United States for any process, it becomes a foreign source material.

B. State Requirements. All steel products used in the Work for load-bearing structural purposes must be made from steel produced in the United States. State requirements do not apply to iron.

C. Exceptions. ODOT may grant specific written permission to use foreign steel or iron products in bridge construction and foreign iron products in any type of construction. ODOT may grant such exceptions under either of the following conditions:

1. The cost of products to be used does not exceed 0.1 percent of the total Contract cost, or $2,500, whichever is greater. The cost is the value of the product as delivered to the project.

2. The specified products are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet the requirements of the Contract Documents. ODOT may require the Contractor to obtain letters from three different suppliers documenting the unavailability of a product from a domestic source, if the shortage is not previously established.

D. Proof of Domestic Origin. Furnish documentation to the Engineer showing the domestic origin of all steel and iron products covered by this section, before they are incorporated into the Work. Products without a traceable domestic origin will be treated as a non-domestic product.

3. CERTIFICATION AGAINST DEBARMENT AND SUSPENSION

The bidder hereby certifies by signing this proposal that, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has **not** been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does **not** have a proposed debarment pending; that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator has **not** been indicted, convicted, or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses, please include a statement with the bid package detailing these exceptions.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

4. PREQUALIFICATION

Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bid, at the time of award, and through the life of the construction contract.** For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. The "prime" contractor must perform no less than 30 percent of the total original contract price.

5. PN033 - 4/18/2008- AS PER PLAN DESIGNATION

(Not required by FHWA, but strongly suggested if As Per Plan is used by the LPA)

For the last several years the "As Per Plan" designation has been added to some item descriptions in the proposal to assist the Contractors to easily identify standard items that have been altered by plan notes.

The "As Per Plan" designation has proven to be a very useful tool for the Contractors. However, its use was never intended to relieve the Contractors of their responsibility to read, bid and construct all items in accordance with all governing plan notes. Therefore, the absence of an "As Per Plan" designation on some item descriptions in the proposal for which there are clear and controlling plan notes does not relieve the Contractors of the responsibility to read, bid and construct those particular items in accordance with the governing plan notes.

Be advised that the item descriptions in the bidding proposal must be read or interpreted with the governing plan notes and the Construction and Material Specification Manual. A claim based upon an "order of precedence" basis will be denied. In the event that a conflict, either real or perceived, exists between the item description and the governing plan note, the Contractors are to request clarification through the pre-bid process.

6. FEDERALLY REQUIRED EEO CERTIFICATION FORM

The bidder hereby certifies that he **has** ...., **has not** ...., participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he **has** ...., **has not** ...., filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. ***The Bidder must circle the appropriate "has or has not" above.***

7. PN 017 - 10/15/2004 - FEDERALLY REQUIRED EEO CERTIFICATION CLAUSE

The Federally Required EEO Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontractors which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

8. PN 026 - 10/15/2004 - CERTIFICATION OF NONSEGREGATED FACILITIES

(a) Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities (for a Federal-aid highway construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause).

(b) Bidders are cautioned as follows: By signing this bid, the bidder has agreed to the provisions of the "Certification of Nonsegregated Facilities" in this proposal. This certification provides that the bidder does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the bidder will not maintain such segregated facilities.

(c) Bidders receiving Federal-aid highway construction contract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.

"Notice to Prospective Subcontractors and Material Suppliers of Requirement for Certification of Nonsegregated Facilities" -

(a) A Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, which is included in the proposal, or attached hereto, must be submitted by each subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds $10,000 and is not exempt from the provisions of the Equal Opportunity clause.

(b) Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the subcontractor or material supplier will not maintain such segregated facilities.

(c) Subcontractors or material suppliers receiving subcontract awards or material supply agreements exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.

9. PN 035 - 10/15/2004 - SPECIAL PROVISIONS OF FEDERAL-AID HIGHWAY PROGRAM OF MANUAL 6-4-1-2 SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. GENERAL

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form PR- 1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b. The contractor will work with the LPA, ODOT and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal Employment Opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection I of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race,

color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training.

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICE

The contractor will designate and make known to the LPA contracting officer(s) an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable to effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. DISSEMINATION OF POLICY

a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will the following actions:

(1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. RECRUITMENT

a. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Employment Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

   In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women or obligates the contractor to do the same, such implementation violates Executive Order 1 1246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. PERSONNEL ACTIONS

Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

7. TRAINING AND PROMOTION

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the "Training Special Provisions" are included in this bid proposal, this subparagraph will be superseded as indicated in said provisions.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. UNIONS

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to ODOT and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify ODOT.

9. SUBCONTRACTING

a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from the LPA's personnel.

b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. RECORDS AND REPORTS

a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and;

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the LPA, ODOT and the Federal Highway Administration.

c. The contractors will submit to the LPA and ODOT a monthly report for the first three months after construction begins and every month of July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 139 1. If on-the-job training is being required by "Training Special Provisions," the contractor will be required to furnish Form FHWA 1409.

10. PN 003 - 10/15/2004 - TITLE VI RELATED STATUTES NON-DISCRIMINATION STATEMENT

The LPA, under Title VI of the Civil Rights Act and related statutes, ensures that no person in the LPA, shall on the grounds of race, color, national origin, sex, disability or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

11. CERTIFICATION OF COMPLIANCE WITH AFFIRMATIVE ACTION PROGRAMS

In accordance with Ohio Administrative Code §9.47, before any Contract is awarded, the LPA will require the Bidder to furnish a valid Certificate of Compliance with Affirmative Action Programs, issued by the State EEO Coordinator dated prior to the date fixed for the opening of bids.

12. PN 020 – 11/21/2011 - NOTICE OF REQUIREMENT OF AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

The Bidder's attention is called to the affirmative action obligations required by the specifications set forth in 23 CFR Part 230, 41 CFR Part 60, Executive Order 11246, Section 503, and the affirmative action provisions of Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) of 1974.

Utilization goals applicable to the project, expressed in percentages, for minority and female participation for each construction craft can be found on ODOT's website at **http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/default.aspx.** These goals are based on 2000 census data and represent the area, per craft, minority and female availability pool.

Minority and female utilization obligations by craft per county (applicable to project):
http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/CountyAvailability-ByTrade.pdf

Statewide utilization obligations by craft (applicable to the Contractor's statewide workforce):
http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/StatewideAverages-ByTrade.pdf

Effective 11/21/2011 the New Hire Definition will be as follows:
An individual who has a break in service (not on an employer's payroll) for a period of 12 months or longer and the person affected is not a salaried employee, but belongs to a union craft. Individuals compensated for training or incidental work which does not cause a break in unemployment compensation, i.e., paid by voucher check or petty cash, are considered new hires if the individual's break in service is 12 months or longer.

The time frame for a new hire shall be associated with the first project worked for that contractor regardless of whether it is public or private. When reporting new hires the contractor shall identify that employee as a new hire on that specific project only. Subsequent work, barring a break in service of 12 months or more, would not qualify the employee as a new hire for that contractor.

The Contractor's compliance shall be based on the implementation of affirmative action obligations required by the specifications set forth in 23 CFR Part 230, and its good faith efforts to meet these obligations. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and females on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the affirmative action obligations shall be a violation of the contract and regulations in 23 CFR Part 230. The good faith efforts put forth by the contractor will be measured against the total work hours performed. Under FHWA, ODOT is the authority tasked with ensuring that the contractor adheres to the aforementioned regulations. In addition to complying with the Required Contract Provisions as outlined in the attached subcontract agreement the Contractor shall provide immediate written notification to the ODOT and the Prime Contractor when referral practices of the union or unions with which the Contractor has a collective bargaining agreement impede the company's efforts to meet its equal opportunity obligations.

The Office of Federal Contract Compliance Programs (OFCCP) administers and enforces equal employment opportunity laws that apply to Federal government contractors and subcontractors supplying goods and services, including construction, to the Federal Government under 41 CFR Part 60, Executive Order 11246, Section 503, and the affirmative action provisions of VEVRAA. The OFCCP monitors compliance with these laws primarily through compliance evaluations, during which a compliance officer examines the contractor's affirmative action efforts and employment practices. Under Executive Order

11246, the OFCCP may perform contract compliance reviews on contractors involved with federally funded ODOT projects.

Requirements for affirmative action obligations governing OFCCP contract compliance reviews are those listed in the Federal Register for the Economic Area.
https://www.dol.gov/ofccp/TAguides/new_contractors_guide.htm page E-32

The Department of Administrative Services (DAS), Equal Opportunity Division, is responsible for ensuring state contractors implement and adhere to the State of Ohio's affirmative action program pursuant to Ohio Administrative Code (OAC) 123:2-3-02. Specifically, this unit's responsibilities includes the issuance of certificates of compliance under ORC 9.47 and 153.08, conducting project site visits and compliance reviews (desk audits) to ensure contractors utilize minorities and women in the construction trades, as well as maintaining a working environment free of discrimination, harassment and intimidation. The DAS may perform contract compliance reviews on contractors involved with state funded ODOT projects. Requirements for affirmative action obligations governing DAS contract compliance reviews are those listed in the O.A.C. for the Metropolitan Statistical Area in which a project is located. http://das.ohio.gov/Divisions/EqualOpportunity/ConstructionCompliance.aspx

All prime and subcontractors regardless on the number of employees or the state contract amount are required to submit monthly utilization reports (Input Form 29) to Ohio Department of Administrative Services covering the contractor's total workforce within the state of Ohio. The reports must be filed electronically by the 10th of each month, beginning with the contract award and continuing until the contractor or subcontractor completes performance of the state contract. http://das.ohio.gov/Divisions/EqualOpportunity/InputForm29.aspx

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, 200 N. High Street, Room 409, Columbus, Ohio 43215, within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the subcontract is to be performed.

13. PN 029 - 10/15/2004 - ON-THE JOB TRAINING (OJT) PILOT PROGRAM

The requirements of this Training Special Provision supersede subparagraph 7b of the Special Provision entitled Special Employment Opportunity Responsibilities, and implements 23 U.S.C. 140(a).

The following must be included as part of the Contractor's equal employment opportunity affirmative action training program:

The Contractor must provide on-the-job training aimed at developing full journey persons in the type or job classification in which they work.

The contractor is not required to have a specific number of trainees assigned to this project. The number of trainees will be distributed among the work classifications on the basis of the Contractor's needs and the availability of the journey persons in the various classifications. The Contractor will be credited for each trainee employed by him or her who is currently enrolled or becomes enrolled in an approved program.

Training and upgrading of minorities and women toward journey person status is a primary objective of this Training Special Provision. Accordingly, the Contractor must make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and will not be used, to

discriminate against any applicant for training, regardless of whether the applicant is a member of a minority group or not.

No employee will be employed as a trainee in any classification in which he or she has successfully completed a training course leading to journey person status or in which he or she has been employed as a journey person. The Contractor must satisfy this requirement by including appropriate questions in the employee's application or by other suitable means. Regardless of the method used, the Contractor's records must document the findings in each case.

The minimum length and type of training for each classification will be established in the training program selected by the Contractor.

No payment by the LPA will be made to the Contractor for providing this training. However, if the Contractor fails to provide adequate training and cannot show good faith efforts on its part to provide adequate training, it will be subject to a formal compliance review to determine the Contractor's efforts in meeting the EEO laws and regulations.

The Contractor must provide the following reports:

1. CR1 Report

   A. To be completed on each trainee
   B. To be filled out at the start of training and finish of training or at the end of the year, whichever comes first
   C. To be submitted to the ODOT District in which the Contractor's home office is located.

2. Tracking will be on an annual basis. The Contractor must submit the subsequent CR1 to the ODOT District in which the Contractors home office is located.

The prime or subcontractor conducting the training must be involved in at least one Federal project per calendar year in order to get FHWA training credit. Participation in the OJT Program is not project or contract specific.

All Contractors are encouraged to participate in the OJT program. Such a program will be considered when examining the contractor's Good Faith Efforts toward meeting its contractual affirmative action obligations.

All Contractors shall submit their own Training Program or Apprenticeship Certificate, for approval, to the ODOT District in which the company's home office is located.

All OJT Trainees must have the appropriate certification. Apprenticeship Certificates can be obtained from the State of Ohio, Bureau of Apprenticeship and Training. The union apprenticeship agreement is not acceptable verification of an apprentice's enrollment in a union sponsored training program. A copy of the Apprenticeship Certificate along with a statement indicating the number of months/years the employee has been in the apprenticeship program must be submitted to the ODOT EEO Coordinator in the company's home district and to the prevailing wage coordinator in the district responsible for the project within 90 days of the apprentice beginning work on the project.

14. PN 059 - 10/15/2004 - WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:
   * An existing published wage determination
   * A survey underlying a wage determination
   * A Wage and Hour Division letter setting forth a position on a wage determination matter
   * A conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response for this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

15. PN 061 –10/22/2012- WAGE SCALE ON ALL FEDERAL-AID PROJECTS

The wage rates for this project were determined by the Secretary of Labor in accordance with Federal-Aid requirements. LPA must formally incorporate into contract documents.

Contractors shall use only the classifications and wage rates set forth in the United States Department of Labor (USDOL) wage decision found at website noted below on payrolls submitted to the District Office. Additionally, please note that the wage modification in effect at the time of the project sale date, shall be used by all contractors.

This USDOL wage decision may be viewed, by accessing the United States Department of Labor (USDOL) website at:

http://www.wdol.gov/

This contract requires the payment of the total of the basic hourly rates plus the fringe benefits payments for each classification in accordance with the following regulations which by reference are made part of this contract:

1) The U.S. Department of Labor Regulations, Title 29, Subtitle A, Part 5, Sections 5.5, 5.31, and 5.32, most recent revision at contract execution.

2) Form FHWA-1273 (most recent revision at contract execution) Part IV. Payment of Predetermined Minimum Wage and Part V. Statements and Payrolls.

The failure to pay prevailing wages to all laborers and mechanics employed on this project, shall be considered a breach of contract. Such a failure may result in the termination of the contract and debarment.

The Contractor and all subcontractors shall pay all wages and fringe benefits by company check. All payroll records and canceled pay checks shall be maintained for at least three years after final acceptance as defined in section 109.12 of the Ohio Department of Transportation Construction and Materials Specifications. The Contractor's and all subcontractors payroll records and canceled pay checks shall be made available for inspection by the Department and the U.S. Department of Labor, upon request, anytime during the life of the contract, and for three years thereafter by the U.S. Department of Labor. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

The wage and fringe rates determined for this project shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers.

The Contractor and all subcontractors shall submit to the District Construction Office, certified payrolls each week beginning three weeks after the start of work. These payrolls shall be on a Form WH-347 or equivalent and shall show the following:

1) Employee name, address, classification, and hours worked.
2) The basic hourly and overtime rate paid, total pay, and the manner in which fringe benefit payments have been irrevocably made.
3) The project number and pay week dates.
4) Original signature of a company officer on the certification statement.

Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted for all apprentices working on this project.

Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in the USDOL Regulations, Title 29, parts 1 and 5, are strictly adhered to by all subcontractors on the project.

If the Contractor or any subcontractor fails to comply with any of the provisions contained in this proposal note, the Department may terminate the contract, debar the Contractor or Subcontractor and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

The applicable wage and fringe rates for this project are to be incorporated in their entirety as an attachment to the executed contract.

16. LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

1. The prospective bidder certifies, by signing and submitting this bid proposal, to the best of his or her knowledge and belief, that:

   (a.) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan,

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective bidder also agrees by submitting his or her bid proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

17. PN 045 - 10/15/2004 - NON -COLLUSION AFFIDAVIT

In accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq: and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he or his agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Execution of this proposal on the signature portion thereof shall constitute also signature of this Non-Collusion Affidavit as permitted by title 28 United States Code, Section 1746.

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

18. PN 014 - 10/15/2004 - DRUG-FREE WORKPLACE

The prime contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. The prime contractor shall make a good faith effort to ensure that all its employees, while working on this project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

The prime contractor shall also require that this contractual obligation be placed in all subcontractor and materialman contracts that it enters into and further requires that all subcontractors and materialmen place the same contractual obligations in each of their lower tier contracts.

19. PN 034 - 05/25/2011 – DRUG FREE SAFETY PROGRAM

During the life of this project, the Contractor and all its Subcontractors, that provide labor on the Project site, must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Safety Program ("DFSP") or a comparable program approved by the OBWC.

In addition to being enrolled in and in good standing in an OBWC-approved DFSP or a comparable Drug Free Workplace Program ("DFWP") approved by the OBWC, the LPA requires each Contractor and Subcontractor that provides labor, to subject its employees who perform labor on the project site to random drug testing of 5 percent of its employees. The random drug testing percentage must also include the on-site supervisors of the Contractors and Subcontractors. Upon request, the Contractor and Subcontractor shall provide evidence of required testing to the LPA.

Each Subcontractor shall require all lower-tier Subcontractors that provides labor on the project site with whom the Subcontractor is in contract for the Work to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP prior to a lower-tier Subcontractor providing labor at the Site.

The LPA will declare a bid non-responsive and ineligible for award if the Contractor is not enrolled and in good standing in the Ohio Bureau of Workers' Compensation's DFSP Discount Program or a similar program approved by the Bureau of Workers' Compensation within 8 days of the bid opening. Furthermore, the LPA will deny all requests to sublet when the subcontractor does not comply with the provisions of this proposal note.

Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP prior to the time that the Subcontractor provides labor at the Site, shall result in the Contractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Contractor or the Subcontractor who was not enrolled in a program for future contracts with the State for five years after the date of the breach.

20. OHIO WORKERS'COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the Ohio Department of Transportation. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the LPA before the contract will be executed by the LPA.

The Contractor must immediately notify the LPA, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the LPA, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

21. PN 038 - 10/15/2004 - UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the LPA that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the LPA, or an action for recovery may be immediately commenced by the LPA and/or for recovery of said funds.

22. PN 039 - 10/15/2004 - ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE

The Contractor should recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by ODOT and/or the LPA. As consideration for the Award of the Contract and intent to be legally bound, the Contractor acting herein by and through the person signing this contract on behalf of the Contractor as a duly authorized agent, hereby assigns, sells, conveys, and transfers to ODOT and/or the LPA any and all right, title and interest to any and all claims and causes of action the Contractor now has or hereafter requires under state or federal antitrust laws provided that the claims or causes of action related to the goods or services that are the subject to the contract. In addition, the Contractor warrants and represents that it will require any and all of its subcontractors and first tier suppliers to assign any and all federal and state antitrust claims and causes of action to ODOT and/or the LPA. The provisions of this article shall become effective at the time the LPA executes this contract without further acknowledgment by any of the parties.

All contracting entities shall assign their rights and responsibilities to ODOT and/or the LPA for all antitrust claims and causes of action regarding subcontractors.

23. PN 024 – 04/21/2006 – US ARMY CORPS OF ENGINEERS AND OHIO ENVIRONMENTAL PROTECTION AGENCY PERMITS

The above referenced permits are incorporated and made a part of this contract as special provisions incorporated herein. Therefore, in the event that the Contractor or its agents refuse or fail to adhere to the requirements of the US Army Corps of Engineers 404 Permit, and/or the Ohio Environmental Protection Agency's 401 Water Quality Certification and an assessment or fine, is made or levied against the Ohio Department of Transportation, the Contractor shall reimburse the Department within thirty (30) calendar days of the notice of assessment or fine or the Department may withhold the amount of the fine from the Contractor's next pay estimate. All money collected or withheld from the Contractor shall be delivered to the permitting agencies issuing the assessment or fine.

These fines are not to be construed as a penalty but are liquidated damages to recover costs assessed against the Department due to the Contractor's refusal or failure to comply with the permits.

24. PN 007 – 9/4/2018 - TRUCK LEASING (Required if DBE goal on the project)

The Code of Federal Regulations Title 49, Section 26.55(d)(4)(5)(6) governs trucking operations. This section states that the Disadvantaged Business Enterprise (DBE) may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE will receive credit for only the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE. The law requires that a lease must indicate that the DBE has exclusive use of and control over the truck for credit to be accorded to the DBE. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

In lieu of a truck owner displaying the name and identification number of the DBE, the truck owner shall be required to furnish a photocopy of the lease agreement. Thereby, fulfilling the rule without causing undue hardship on any entity.

Credit for expenditures with DBEs for materials or supplies toward the DBE goal is described as follows:

1. When the materials or supplies are obtained from a DBE MSV (Materials and Supplies Vendor) manufacturer the prime contractor may receive credit for 100 percent of the cost of the materials or supplies

toward the DBE goal. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

2. When the materials or supplies are purchased from a DBE MSV regular dealer or supplier the prime contractor may receive credit for up to 60 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a regular dealer or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

In the past, 60% of the cost of materials and supplies purchased from a DBE MSV (100% from a DBE MSV manufacturer) would usually be counted toward DBE goals. Effective September 1, 2018:

o Prime contractors must obtain information about the method of procurement for each item to be procured from a DBE MSV. The DBE Affirmation Form has been modified to accommodate this information.

o To be eligible to receive 100% credit toward DBE goals for a materials and supplies subcontract:

- The DBE MSV must be certified with the correct (manufacturer) NAICS code for
- the item
- The DBE MSV must be certified with the correct descriptor for the item
- The role the DBE MSV will play on the specific procurement in question must be
- consistent with the manufacture of the item, as indicated by the information provided by the DBE MSV

o To be eligible to receive 60% credit toward DBE goals for a materials and supplies subcontract:

- The DBE MSV must be certified with the correct (wholesale or retail) NAICS code for the item
- The DBE MSV must be certified with the correct descriptor for the item
- The role the DBE MSV will play on the specific procurement in question must be consistent with the regular sale or lease of the item, as indicated by the information provided by the DBE MSV
- The item must not be drop-shipped

o The above scenario applies to both bulk items (petroleum products, steel, cement, gravel, stone, asphalt, and others that ODOT may consider to be bulk items) and non-bulk items. For bulk items, there is an additional scenario whereby a contract with a DBE MSV could receive 60% credit. To be eligible to receive 60% credit toward DBE goals for a bulk item materials and supplies subcontract:

- The DBE MSV must be certified with the correct (wholesale or retail and trucking) NAICS codes for the item
- The DBE MSV must be certified with the correct descriptor for the item
- The role the DBE MSV will play on the specific procurement in question must be consistent with the regular sale or lease of the item, as indicated by the information provided by the DBE MSV
- The DBE MSV must deliver the bulk item from a non-DBE vendor to the prime contractor using distribution equipment that it both owns (or for which it has a long-term (1 year or more) lease) and operates with its regular (not ad hoc) employees.

o If not eligible for 100% or 60% credit, an item may still be eligible for credit toward DBE goals, but only for the fee or commission the DBE MSV receives for its services, and

only if the following additional criteria are met:

- The DBE MSV must be certified with NAICS code 425120 Wholesale Trade Agents and Brokers
- The DBE MSV must convincingly explain how the prime contractor benefits by transacting business with it rather than directly with the non-DBE vendor from which the DBE MSV is re-selling.

- The usual good faith efforts process applies.
- All credit toward DBE goals is conditional. Actual credit will be determined based upon invoices, receipts, and/or transportation documents/bills of lading, which must be submitted to ODOT as they are received throughout the course of the project.

DBE MSV DIRECTORY - http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/DBE-Directory.aspx (select MSV only)

DBE AFFIRMATION FORM - The new DBE Affirmation Form is now available at http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/Resources.aspx.

For subcontract agreement (C-92) purposes the following definitions will be used:

Install - DBE contractor who obtains goods, materials and supplies and fixes in place, for use, the same goods, materials and supplies. (e.g., DBE contractor obtains and fixes in place re-bar on project site). Must spend 20% or more time on project per day. 100% credit toward prime's DBE goal.

Stockpiling - DBE Contractor/Trucker who delivers materials, goods, or supplies to project site. 60% credit toward prime's DBE goal.

Tailgating - DBE Contractor/Trucker who delivers and installs materials, goods, or supplies to project site. Must spend 20% or more time on project per day. 100% credit toward prime's DBE goal.

25. PN 013 – 07/21/2017 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN AND GOOD FAITH EFFORTS For LPA PROJECTS- Effective 09/25/2017

DBE UTILIZATION PLAN

All Bidders shall submit a DBE Utilization Plan at the time of bid setting forth specific information demonstrating how the Bidder will achieve the DBE goal. By submitting a DBE Utilization Plan, the Bidder is affirming that they will be using the DBE firms identified in the Utilization Plan to meet the DBE contract goal. The DBE Utilization Plan shall be submitted with Formstack at time of bid submission. Any bids received without electronic submission of the DBE Utilization Plan at or before bid time, will be deemed unresponsive. Bidders shall submit their DBE Utilization Plans via: https://odot.formstack.com/forms/dbe_copy. This file contains the current list of certified DBEs and is updated regularly. The DBE Utilization Plan must be filled out completely and submitted prior to bid opening.

The DBE Utilization Plan shall include the following information:

1) The names and addresses of the certified DBE firm(s) that will be used to meet the DBE goal;
2) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
3) Whether the DBE firm(s) being used to meet the goal will be utilized as a subcontractor, regular dealer, manufacturer, consultant or other capacity; and
4) The dollar amount of the participation of each DBE firm used to meet the DBE goal.

PROJECTS AWARDED ON ALTERNATES

In the event the project is awarded on alternates which increases or decreases the total dollar amount of the bid, a revision to the DBE Utilization Plan and DBE Affirmation Form(s) shall be submitted and approved by the Office of Small & Disadvantaged Business Enterprise within five (5) calendar days after the notification of the alternates.

DBE AFFIRMATION

The Apparent Low Bidder shall ensure the DBE firms being utilized to meet the DBE goal affirm their participation in the bid within five (5) calendar days after the bid opening to ODOT. The contract dollar amount(s) and/or DBE firm(s) included in the Apparent Low Bidder's DBE Utilization Plan must match the contract dollar amount(s) and/or DBE firm(s) included on the DBE Affirmation Form(s). If the contract dollar amount(s) and/or DBE firm(s) do not match, the Apparent Low Bidder shall utilize the Request to Terminate/Substitute DBE Form located at http://Transportation.ohio.gov/Divisions/ODI/SDBE/Pages/Resources.aspx and submit for review and approval by the Office of Small & Disadvantaged Business Enterprise within five (5) calendar days of the bid opening.

The Apparent Low Bidder shall utilize the DBE Affirmation Form located at http://Transportation.ohio.gov/Divisions/ODI/SDBE/Pages/Resources.aspx.The DBE Affirmation Form will be utilized as written confirmation from each listed DBE firm that it is participating in the contract in the type and amount of work provided in the Bidder's DBE Utilization Plan. The Apparent Low Bidder shall submit a separate DBE Affirmation Form for each DBE it is utilizing for the DBE goal and their Good Faith Efforts package if they were not able to attain the DBE Goal via DBE participation.

All other Bidders shall submit a DBE Affirmation Form(s) if notified that the information is required in order for ODOT to complete its assessment. Bidders shall have five (5) calendar days from the date of notification to submit all required DBE Affirmation Forms to ODOT. Notification will be by email.

In the event a DBE firm fails to confirm the information contained in the DBE Affirmation Form within five (5) calendar days of bid opening, the Apparent Low Bidder shall submit a Request to Terminate/Substitute DBE Form, as set forth herein. The Request to Terminate/Substitute DBE Form shall be submitted within five (5) calendar days after bid opening in order for the Apparent Low Bidder to still be considered for contract award. The Apparent Low Bidder shall include as its reason for termination the DBE firm's failure to provide a timely affirmation and should include all efforts the Apparent Low Bidder made to obtain the affirmation from the DBE firm and shall attach proof of these efforts, if available. If the Apparent Low Bidder intends to replace the DBE Firm, it shall include the replacement firm's information on the form. In the event the Apparent Low Bidder is unable to affirm a DBE firm included in its original DBE Utilization Plan at bid submission and it results in a goal shortfall, Good Faith Efforts (GFE's) must be submitted by the fifth calendar day after bid opening. All GFE documentation submitted for consideration should demonstrate the efforts the Bidder made prior to the time of bid submission to secure sufficient DBE participation on the project to meet the DBE goal although the Bidder was unable to do so. A DBE firm's failure to timely confirm information contained in the DBE Affirmation Form will be considered as good cause to terminate the DBE firm and will also be considered a part of the Apparent Low Bidder's Good Faith Efforts in meeting the goal.

DBE BIDDERS

In the event that the Bidder is also a certified DBE firm, the Bidder is required to complete a DBE Utilization Plan as set forth above. In this instance, however, the certified DBE Bidder would not need to submit a DBE Affirmation Form for the work it is planning to self-perform in order to meet the goal. ODOT will consider the submission of the bid as the certified DBE Bidder's written confirmation that it is

participating in the contract. However, a DBE Affirmation Form must be submitted for all other DBE firms that are being utilized toward the DBE goal.

JOINT VENTURES

In the event that the Bidder is a Joint Venture, the Joint Venture will only be considered a Certified DBE firm if the Joint Venture itself has been certified. The Joint Venture may, however, utilize a Certified DBE firm that is also a partner in the Joint Venture as part of its DBE Utilization Plan. The Certified DBE Firm/Joint Venture Partner, however, does not need to submit a DBE Affirmation Form for any work that the Certified DBE Firm/Joint Venture Partner is going to perform to meet the goal. ODOT will consider submission of the Joint Venture's bid as the Certified DBE Firm/Joint Venture Partner's confirmation that it is participating in the contract.

GOOD FAITH EFFORTS (GFE's)

In the event that the DBE contract goal established by ODOT is not met, the Apparent Low Bidder shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

If the Apparent Low Bidder does not meet the goal at bid time, the Apparent Low Bidder shall submit its Good Faith Efforts (GFE's) documentation within five (5) calendar days of the bid opening. Submission of DBE affirmation(s) with additional participation sufficient to the meet the DBE contract goal does not cure the Apparent Low Bidder's failure to meet the goal at bid time or eliminate the Apparent Low Bidder's responsibility of submitting GFE's within five (5) calendar days of the bid opening.

The Apparent Low Bidder shall demonstrate its GFE's by submitting the following information within five (5) calendar days after the bid opening:
(1) All written quotes received from certified DBE firms;
(2) All written (including email) communications between the Apparent Low Bidder and DBE firms;
(3) All written solicitations to DBE firms, even if unsuccessful;
(4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
(5) Phone logs of communications with DBE firms.

The Apparent Low Bidder shall utilize the Pre-Bid GFE Template to document their GFE's. This template and supporting documentation shall be sent along with any DBE Affirmation Forms within five (5) calendar days of bid opening. ODOT has provided Good Faith Efforts Guidance located at http://www.dot.state.oh.us/Divisions/ODI/SDBE/DBE%20Goal%20Forms/Contractors%20Good%20Faith%20Efforts%20Guidelines.pdf

All other Bidders shall submit documentation of GFE's if notified that the information is required in order for ODOT to complete its bid assessment. Bidders shall have five (5) calendar days from the date of notification to submit all required GFE documentation. Notification will be by phone or email.

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Bidder has made adequate good faith efforts to meet the goal.

ADMINISTRATIVE RECONSIDERATION

ODOT will review the GFE documentation and issue a written determination on whether adequate GFE's have been demonstrated prior to contract award. In the event that ODOT determines that the Apparent Low Bidder has failed to demonstrate adequate GFE's to meet the goal, the Apparent Low Bidder will have an opportunity for administrative reconsideration prior to the contract being awarded.

As part of this reconsideration, the Apparent Low Bidder may provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. Such written

documentation or argument must be provided to ODOT, attention to the Deputy Director of the Division of Chief Legal Counsel, 1980 West Broad Street, MS 1500, Columbus, Ohio 43223, within two (2) business days of ODOT's written determination that GFE's were not adequately demonstrated. The Apparent Low Bidder may also include in their written documentation a request for an in person meeting to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

ODOT will send the Apparent Low Bidder a written decision on reconsideration explaining the basis for finding that the Apparent Low Bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the United States Department of Transportation.

TERMINATION OR REPLACEMENT OF A DBE

By submitting a DBE Utilization Plan, the Bidder is committing to use the DBE firms identified in the plan. The Apparent Low Bidder/Awarded Contractor shall utilize the specific DBEs listed in the DBE Utilization Plan to perform the work and supply the materials for which each is listed unless the Apparent Low Bidder/Awarded Contractor obtains written consent as provided in this paragraph. In order to request termination or substitution of a DBE firm, the Apparent Low Bidder/Awarded Contractor shall utilize the Request to Terminate/Substitute DBE Form located at http://Transportation.ohio.gov/Divisions/ODI/SDBE/Pages/Resources.aspx.

This termination/replacement procedure applies only to DBE firms or the amount of work being utilized to meet the goal.

Without ODOT's written consent to terminate/replace a DBE firm being utilized to meet the goal, the Awarded Contractor shall not be entitled to any payment for DBE listed work or material unless it is performed or supplied by the listed DBE.

GOOD CAUSE

ODOT may provide written consent to terminate a DBE only if it agrees, for reasons stated in a concurrence document, that the Apparent Low Bidder/Awarded Contractor has good cause to terminate the DBE firm.

For purposes of this paragraph, good cause to terminate a DBE includes the following circumstances:

1) The listed DBE firm fails or refuses to provide the required DBE Affirmation Form or to execute a written contract;
2) The listed DBE firm fails or refuses to perform the work of its subcontract in a manner consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE firm to perform its work on the subcontract results from the bad faith or discriminatory action of the awarded contractor;
3) The listed DBE firm fails or refuses to meet the awarded contractor's reasonable, nondiscriminatory bond requirements.
4) The listed DBE firm becomes bankrupt, insolvent, or exhibits credit unworthiness;
5) The listed DBE firm is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
6) ODOT has determined that the listed DBE firm is not a responsible contractor;
7) The listed DBE firm voluntarily withdraws from the project and provides to you written notice of its withdrawal;
8) The listed DBE is ineligible to receive DBE credit for the type of work required;
9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; and

10) Other documented good cause that ODOT determines compels the termination of the DBE firm. Provided, that good cause does not exist if the awarded contractor seeks to terminate a DBE it relied upon to obtain the contract so that the awarded contractor can self-perform the work for which the DBE contractor was engaged or so that the awarded contractor can substitute another DBE or non-DBE contractor after contract award.

REPLACEMENT

When a DBE firm is terminated or fails to complete its work on the contract for any reason the Awarded Contractor must make GFEs to find another DBE firm to replace the original DBE. These GFEs shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The GFEs shall be documented by the Awarded Contractor. If ODOT requests documentation under this provision, the Awarded Contractor shall submit the documentation within seven (7) calendar days, which may be extended for an additional seven (7) calendar days if necessary at the request of the contractor, and ODOT shall provide a written determination to the contractor stating whether or not GFEs have been demonstrated.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions and substitutions of DBE firms put forward by Bidders in the DBE Utilization Plan.

ADDITION

In the event additional DBE participation is required for the project, the Awarded Contractor shall utilize the DBE Affirmation Form located at http://Transportation.ohio.gov/Divisions/ODI/SDBE/Pages/Resources.aspx. The DBE Affirmation Form will be utilized as written confirmation from each DBE firm that it is participating in the contract in the kind and amount of work on the project.

WRITTEN NOTICE TO DBE

Before transmitting to ODOT its request to terminate and/or substitute a DBE firm, the Apparent Low Bidder/Awarded Contractor must give notice in writing to the DBE firm, with a copy to ODOT, of its intent to request to terminate and/or substitute, and the reason(s) for the request.

The Apparent Low Bidder/Awarded Contractor must give the DBE five (5) calendar days to respond to the notice, advising ODOT and the Apparent Low Bidder/Awarded Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why ODOT should not approve the Apparent Low Bidder/Awarded Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), ODOT may provide a response period shorter than five (5) days.

GOAL ATTAINMENT POST AWARD

The Awarded Contractor shall make available upon request a copy of all DBE subcontracts. The Awarded Contractor shall ensure that all subcontracts or agreements with DBEs require that the subcontract and all lower tier subcontractors be performed in accordance with this Proposal Note.

Approval of a DBE Utilization Plan does not ensure approval of C-92 Requests to Sublet nor does approval of a DBE Utilization Plan indicate that the DBE goal has been met. ODOT will monitor goal attainment throughout the life of the project. It is the responsibility of the Awarded Contractor to advise ODOT of any changes to the DBE Utilization plan throughout the life of the project. The DBE goal of a project is stated as a percentage of the contract. In the event the contract amount increases or decreases, the actual dollar amount of the DBE goal for the project may increase or decrease accordingly.

SANCTIONS AND ADMINISTRATIVE REMEDIES

PRE-BID

Failure by the Apparent Low Bidder to do any of the following shall result in the bid being rejected in accordance with ORC §5525.08:

1) Failure to submit a complete DBE Utilization Plan at the time of bid;
2) Failure to submit DBE Affirmation Form(s) and/or failure to submit Request to Terminate/Substitute DBE Form(s) as required by this Proposal Note; and
   Failure to meet the goal and/or failure to demonstrate GFEs to meet the goal as required by this Proposal Note.

POST-BID

Failure by the Awarded Contractor to carry out the requirements of this Proposal Note, including the submission of adequate good faith efforts to meet the goal for a project, is a material breach of the contract and may result in the issuance of sanctions as follows:

1st Tier:	Letter of Reprimand
2nd Tier:	Damages equivalent to the DBE shortfall
3rd Tier:	If a pattern of paying damages persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

Factors to be considered in issuing sanctions may include, but are not limited to the following:

- the magnitude and the type of offense
- the degree of the Contractor's culpability
- any steps taken to rectify
- the Contractor's record of performance on other projects including, but not limited to:
  - annual DBE participation
  - annual DBE participation on projects without goals
  - the number of complaints ODOT has received regarding the Contractor
  - the number of times the Contractor has been previously sanctioned by ODOT

26. PN - 031 - 10/15/2004 - AFFIDAVIT OF SUBCONTRACTOR PAYMENT
(Required if DBE goal on the project)

The Code of Federal Regulations 49, 26.37(b), requires the LPA to monitor and verify that work committed to Disadvantaged Business Enterprise (DBE) firms at contract award is actually performed by the DBE's. Additionally, the LPA is required to report the DBE participation on each project, including all work, materials or service sublets. Therefore, it is the LPA's responsibility to discern whether payments are made to DBE firms. An affidavit is to be completed and signed by the contractor within 15 days of the completion of the project. The affidavit seeks to verify actual payments made to DBE firms on the project. Each DBE firm must verify the actual payment amount.

The blank spaces in the affidavit must be filled in correctly, where indicated. The affidavit must be signed by the prime contractor and subcontractor, or by the subcontractor and DBE sub-contractor, if applicable. By signing the affidavit, the noted firm agrees that the payment amount recorded is true and accurate as of the payment time period.

Completed and signed affidavit shall be mailed to the Ohio Department of Transportation, Office of Contracts, DBE Services section, 1980 West Broad Street, Columbus, Ohio 43223. A color scan of the

affidavit may be sent in advance to Central Office, to keep project moving forward. However, the originals will still need to be mailed to Central Office.

27. WAIVER OF CM&S 614.03

ODOT's 2016 Construction and Material Specifications section 614.03, third paragraph, does not apply to any project which is not physically located on the National Highway System (NHS), and/or does not impact NHS traffic in any way.

28. ODOT AS OBLIGEE ON BOND

The contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of the estimate as security for the faithful performance of its contract. In addition to the project Owner, ODOT shall be named as an obligee.

29. NON-DISCRIMINATION PROVISIONS

1) **Compliance with Regulations:** The CONTRACTOR will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the CONTRACTOR will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential subcontractor, or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The CONTRACTOR will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration (hereinafter "FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, the LPA will impose such contract sanctions as it or STATE / FHWA may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies, and/or

(b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The CONTRACTOR will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor procurement as the LPA or STATE / FHWA 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 supplier as a result of such direction, the CONTRACTOR may request the LPA / STATE to enter into such litigation to protect the interests of the LPA and the STATE, and, in addition, the LPA / STATE may request the United States to enter into such litigation to protect the interests of the United States.

30. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (Electronic Form FHWA 1273 – May 1, 2012)

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The

term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention

of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid

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

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor 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 shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a

contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) The prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) The prime contractor remains responsible for the quality of the work of the leased employees;

(3) The prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) The prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements,

consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

DOCUMENT 001000.23
PREVAILING WAGE RATES

PART 1 GENERAL

1.1 SUMMARY

Bidders shall comply with the Prevailing Wage Rate set by the State for Federal Aid Project.

A. The current Prevailing Wage Rates data dated April 15, 2019 are attached.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

General Decision Number: OH190001 04/05/2019 OH1

Superseded General Decision Number: OH20180002

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/25/2019
2	02/15/2019
3	03/01/2019
4	04/05/2019

BROH0001-001 06/01/2017

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55

BROH0001-004 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 28.65	14.55

BROH0003-002 06/01/2017

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55

BROH0005-003 06/01/2017

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS	$ 28.65	14.55
SANDBLASTERS	$ 34.45	14.18
SEWER BRICKLAYERS & STACK BUILDERS	$ 34.70	14.18
SWING SCAFFOLDS	$ 34.95	14.18

BROH0006-005 06/01/2017

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55

BROH0007-002 06/01/2017

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55

BROH0007-005 06/01/2017

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER	$ 28.65	14.55

BROH0007-010 06/01/2017

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE	$ 28.65	14.55

BROH0008-001 06/01/2017

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run, Middleton, & Unity Townships and the city of New Waterford), MAHONING & TRUMBULL

	Rates	Fringes
BRICKLAYER	$ 28.65	14.55

BROH0009-002 06/01/2017

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt. Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55
Refractory	$ 31.45	19.01

BROH0010-002 06/01/2017

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington, Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek & Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55

BROH0014-002 06/01/2017

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek, Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55

BROH0016-002 06/01/2017

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55

BROH0018-002 06/01/2017

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55

BROH0022-004 06/01/2017

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN,

MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55

BROH0032-001 06/01/2017

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55

BROH0035-002 06/01/2017

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55

BROH0039-002 06/01/2017

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55

BROH0040-003 06/01/2017

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55

FOOTNOTE: Layout Man and Sawman rate: $1.00 per hour above journeyman rate.
Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: $1.50 per hour above journeyman rate.
"Hot" work: $2.50 above journeyman rate.

BROH0044-002 06/01/2017

	Rates	Fringes
Bricklayer, Stonemason COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:	$ 28.65	14.55

BROH0045-002 06/01/2017

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55

BROH0046-002 06/01/2017

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55

FOOTNOTE: Layout Man and Sawman rate: $1.00 per hour above journeyman rate.
Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: $1.50 per hour above journeyman rate.
"Hot" work: $2.50 above journeyman rate.

BROH0052-001 06/01/2017

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55

BROH0052-003 06/01/2017

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55

BROH0055-003 06/01/2017

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 28.65	14.55

CARP0003-004 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER	$ 26.20	17.42

CARP0069-003 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER	$ 25.98	15.98

CARP0069-006 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER	$ 24.04	15.29

CARP0171-002 05/01/2017

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER	$ 26.58	17.73

CARP0200-002 05/01/2017

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER	$ 29.07	16.22
Diver	$ 39.41	10.40
PILEDRIVERMAN	$ 29.07	16.22

CARP0248-005 07/01/2008

LUCAS & WOOD

	Rates	Fringes
CARPENTER	$ 27.27	14.58

CARP0248-008 07/01/2008

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES	$ 23.71	13.28

CARP0254-002 05/01/2017

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER	$ 32.40	16.97

CARP0372-002 05/01/2016

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
CARPENTER	$ 24.54	18.21

CARP0639-003 05/01/2017

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER	$ 30.42	16.99

CARP0735-002 05/01/2017

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

	Rates	Fringes
CARPENTER	$ 25.27	15.53

CARP1311-001 05/01/2017

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN

	Rates	Fringes
Carpenter & Piledrivermen	$ 29.34	15.95
Diver	$ 40.58	9.69

CARP1393-002 07/01/2008

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Piledrivermen & Diver's Tender	$ 27.30	16.05

DIVERS - $250.00 per day

CARP1393-003 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender	$ 25.15	15.92

DIVERS - $250.00 per day

CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet	$ 48.11	17.33
Piledrivermen; Diver, Dry	$ 32.07	17.33

CARP1871-008 05/01/2017

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet	$ 45.80	18.84
Piledrivermen; Diver, Dry	$ 30.53	18.84

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet	$ 38.34	16.95
Piledrivermen; Diver, Dry	$ 25.56	16.95

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet	$ 37.34	16.07
Piledrivermen; Diver, Dry	$ 24.89	16.07

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet	$ 40.65	17.62
Piledrivermen; Diver, Dry	$ 27.10	17.62

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN	$ 31.74	16.41

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER	$ 23.71	13.28

ELEC0008-002 05/29/2017

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER	$ 38.98	18.96
ELECTRICIAN	$ 37.49	4.5%+19.63

ELEC0032-003 12/01/2018

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland, Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN	$ 30.72	18.10

ELEC0038-002 04/30/2018

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN		
Excluding Sound & Communications Work	$ 38.13	20.66+a+b

FOOTNOTES;
a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

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ELEC0038-008 04/30/2018

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician		
Communications Technician	$ 26.55	3%+11.12
Installer Technician	$ 25.30	3%+11.12

FOOTNOTES;
a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

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ELEC0064-003 11/26/2018

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships) MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield, Ellsworth, Coitsville, Goshen, Green, Jackson, Poland, Springfield & Youngstown Townships), & TRUMBULL (Hubbard & Liberty Townships)

	Rates	Fringes
ELECTRICIAN	$ 33.67	15.28

ELEC0071-001 01/02/2017

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE,

FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators	$ 32.24	12.65
Groundmen	$ 23.28	10.68
Linemen & Cable Splicers	$ 36.64	13.63

ELEC0071-004 01/02/2017

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator	$ 32.24	12.65
Groundman	$ 23.28	10.68
Lineman & Cable Splicers	$ 36.64	13.63

ELEC0071-005 12/26/2016

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects	$ 31.99	13.50
Municipal Power/Transit Projects	$ 38.21	12.05
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects	$ 24.82	11.70
Municipal Power/Transit Projects	$ 29.67	12.92
LINE CONSTRUCTION: Linemen/Cable Splicer		
DOT/Traffic Signal & Highway Lighting Projects	$ 35.57	14.40
Municipal Power/Transit Projects	$ 42.48	16.11

ELEC0071-008 01/02/2017

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator	$ 32.24	12.65
Groundman	$ 23.28	10.68
Lineman & Cable Splicers	$ 36.64	13.63

ELEC0071-010 01/02/2017

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE, STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator	$ 32.24	12.65
Groundman	$ 23.28	10.68
Lineman & Cable Splicers	$ 36.64	13.63

ELEC0071-013 01/02/2017

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator	$ 32.24	12.65
Groundman	$ 23.28	10.68
Lineman & Cable Splicers	$ 36.64	13.63

ELEC0071-014 01/02/2017

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton, Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS, PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships)

	Rates	Fringes
Line Construction		
Equipment Operator	$ 32.24	12.65
Groundman	$ 23.28	10.68
Lineman & Cable Splicers	$ 36.64	13.63

ELEC0082-002 12/03/2018

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN	$ 30.15	19.26

ELEC0082-006 11/26/2018

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller	$ 12.18	3.85
Installer/Technician	$ 24.35	11.29

ELEC0129-003 02/26/2018

LORAIN (Except Columbia Township) & MEDINA (Litchfield & Liverpool Townships)

	Rates	Fringes
ELECTRICIAN	$ 33.35	17.27

ELEC0129-004 02/26/2018

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN	$ 33.35	17.27

ELEC0141-003 09/01/2018

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER	$ 33.60	25.61
ELECTRICIAN	$ 30.01	25.61

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician	$ 24.35	10.99

ELEC0212-005 06/04/2018

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 28.39	18.98

ELEC0245-001 08/27/2018

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator	$ 31.59	25.2%+5.75
Groundman Truck Driver	$ 17.28	25.2%+5.75
Lineman	$ 39.49	25.2%+5.75

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of the workday prior to Christmas or New Year's Day

ELEC0245-003 01/01/2019

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer	$ 45.17	25.2%+6.00
Groundman/Truck Driver	$ 17.19	25.2%+6.00
Heli-arc Welding	$ 39.58	25.2%+6.00
Lineman	$ 39.28	25.2%+6.00
Operator - Class 1	$ 31.42	25.2%+6.00
Operator - Class 2	$ 27.50	25.2%+6.00
Traffic Signal & Lighting Technician	$ 35.35	25.2%+6.00

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

ELEC0245-004 01/01/2019

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer	$ 45.17	25.2%+6.00
Groundman/Truck Driver	$ 17.19	25.2%+6.00
Lineman	$ 39.28	25.2%+6.00
Operator - Class 1	$ 31.42	25.2%+6.00
Operator - Class 2	$ 27.50	25.2%+6.00

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

ELEC0246-001 10/29/2018

	Rates	Fringes
ELECTRICIAN	$ 38.00	84%+a

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/28/2018

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes

CABLE SPLICER	$ 36.87	16.56
ELECTRICIAN	$ 34.54	5%+18.06

ELEC0317-002 06/01/2018

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER	$ 32.68	18.13
ELECTRICIAN	$ 33.75	25.03

ELEC0540-005 01/01/2019

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townhships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 32.55	23.58

ELEC0573-003 11/26/2018

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN	$ 33.35	18.73

ELEC0575-001 12/31/2018

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN	$ 32.75	16.81

ELEC0648-001 09/03/2018

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER	$ 30.50	18.23
ELECTRICIAN	$ 30.00	18.70

ELEC0673-004 01/01/2019

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 33.31	20.96
ELECTRICIAN	$ 33.03	20.95

ELEC0683-002 05/28/2018

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 33.85	19.44
ELECTRICIAN	$ 32.85	19.41

ELEC0688-003 05/28/2018

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 29.35	17.99

ELEC0972-002 06/01/2017

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNITES

	Rates	Fringes
CABLE SPLICER	$ 33.06	24.55
ELECTRICIAN	$ 32.81	24.54

ELEC1105-001 05/28/2018

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 30.95	17.96

ENGI0018-003 05/01/2018

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 37.63	14.81
GROUP 2	$ 37.53	14.81
GROUP 3	$ 36.49	14.81
GROUP 4	$ 35.27	14.81
GROUP 5	$ 29.98	14.81
GROUP 6	$ 37.88	14.81
GROUP 7	$ 37.88	14.81

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types);

Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus $4.00 per hour.

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonary; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2018

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 36.14	14.81
GROUP 2	$ 36.02	14.81
GROUP 3	$ 34.98	14.81
GROUP 4	$ 33.80	14.81
GROUP 5	$ 28.34	14.81

GROUP 6	$ 36.39	14.81
GROUP 7	$ 36.39	14.81

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust);Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Artiaculating/straight bed end dumps if assigned (minus $4.00 per hour.

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer expect masonary; Hydro

Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B	$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B	$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B	$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B	$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B	$ 27.30	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D	$ 35.96	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D	$ 35.66	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D	$ 31.76	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D	$ 28.14	19.66

HAZARDOUS/TOXIC WASTE
PROJECTS

GROUP 5 - C & D.....$ 25.03 19.66
ALL OTHER WORK

GROUP 1.....$ 32.69 19.66
ALL OTHER WORK

GROUP 2.....$ 32.42 19.66
ALL OTHER WORK

GROUP 3.....$ 28.87 19.66
ALL OTHER WORK

GROUP 4.....$ 25.58 19.66
ALL OTHER WORK

GROUP 5.....$ 22.75 19.66

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete

Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2018

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural	$ 34.33	21.87

IRON0017-010 05/01/2018

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
IRONWORKER		
Structural, including metal building erection & Reinforcing	$ 34.33	21.87

IRON0044-001 06/01/2018

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg),

HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING		
Beyond 30-mile radius of Hamilton County Courthouse	$ 28.67	21.20
Up to & including 30-mile radius of Hamilton County Courthouse	$ 27.60	20.70

IRON0044-002 06/01/2018

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 26.76	21.20
Ornamental; Structural	$ 28.17	21.20

IRON0055-003 07/01/2018

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 21.30	20.92
Flat Road Mesh	$ 29.77	21.30
Tunnels & Caissons Under Pressure	$ 29.77	21.30
All Other Work	$ 30.13	23.25

IRON0147-002 06/01/2015

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east

of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER	$ 25.39	20.64

IRON0172-002 06/01/2018

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER	$ 29.00	20.93

IRON0207-004 06/01/2018

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter	$ 29.92	25.61
Ornamental; Reinforcing; Structural	$ 28.06	24.70
Ornamental; Reinforcing	$ 28.92	25.61

IRON0290-002 06/01/2018

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes

IRONWORKER.....$ 28.25 22.13

IRON0549-003 12/01/2018

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM
(Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER.....	$ 33.34	20.81

IRON0550-004 05/01/2018

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte. #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	$ 27.60	19.61

IRON0769-004 06/01/2018

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

	Rates	Fringes
IRONWORKER.....	$ 31.67	25.27

IRON0787-003 12/01/2017

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	$ 29.68	21.55

LABO0265-008 05/01/2018

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	$ 31.05	10.95
GROUP 2.....	$ 31.22	10.95
GROUP 3.....	$ 31.55	10.95
GROUP 4.....	$ 32.00	10.95
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE		

PLANTS, WASTE PLANTS,
WATER TREATMENT
FACILITIES, PUMPING
STATIONS, & ETHANOL PLANTS
CONSTRUCTION.....$ 33.66 10.95
CUYAHOGA, GEAUGA & LAKE
COUNTIES
GROUP 1.....$ 32.28 10.95
GROUP 2.....$ 32.45 10.95
GROUP 3.....$ 32.78 10.95
GROUP 4.....$ 33.23 10.95
REMAINING COUNTIES OF OHIO
GROUP 1.....$ 30.62 10.95
GROUP 2.....$ 30.79 10.95
GROUP 3.....$ 31.12 10.95
GROUP 4.....$ 31.57 10.95

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarner; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - $1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - $1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN0006-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1	$ 27.90	16.16
GROUP 2	$ 28.30	16.16
GROUP 3	$ 28.60	16.16
GROUP 4	$ 34.16	16.16
COMMERCIAL REPAINT		
GROUP 1	$ 26.40	16.16
GROUP 2	$ 26.80	16.16
GROUP 3	$ 27.10	16.16

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2018

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1	$ 25.89	17.09
GROUP 2	$ 26.89	17.09
GROUP 3	$ 26.89	17.09
GROUP 4	$ 26.89	17.09
GROUP 5	$ 26.89	17.09
GROUP 6	$ 26.89	17.09
GROUP 7	$ 26.89	17.09
GROUP 8	$ 26.89	17.09
GROUP 9	$ 26.89	17.09

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

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

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

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

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2018

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1	$ 21.95	9.74
GROUP 2	$ 24.61	9.74
GROUP 3	$ 25.11	9.74
GROUP 4	$ 25.36	9.74
GROUP 5	$ 25.61	9.74

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

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PAIN0012-010 05/01/2018

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES-		
GUARDRAILS-LIGHTPOLES-		
STRIPING		
Bridge Equipment Tender and Containment Builder	$ 21.95	9.74
Bridges when highest		

point of clearance is 60
feet or more; & Lead
Abatement Projects.....$ 25.61 9.74
Brush & Roller.....$ 24.61 9.74
Sandblasting & Hopper
Tender; Water Blasting.....$ 25.36 9.74
Spray.....$ 25.11 9.74

PAIN0093-001 12/01/2018

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and
WASHINGTON COUNTIES

	Rates	Fringes
PAINTER		
Bridges; Locks; Dams; Tension Towers; & Energized Substations	$ 34.04	18.50
Power Generating Facilities	$ 30.89	18.50

PAIN0249-002 05/01/2018

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller	$ 23.29	11.38
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes	$ 23.29	11.38
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement	$ 24.04	11.38
GROUP 4 - Steeplejack Work	$ 24.24	11.38
GROUP 5 - Coal Tar	$ 24.79	11.38
GROUP 6 - Bridge Equipment Tender & or Containment Builder	$ 26.53	11.38
GROUP 7 - Tanks, Stacks & Towers	$ 26.93	11.38
GROUP 8 - Bridge Blaster, Rigger	$ 35.00	11.38

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
PAINTER		
Bridge Equipment Tenders and Containment Builders	$ 27.93	7.25
Bridges; Blasters; andRiggers	$ 34.60	7.25
Brush and Roller	$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work	$ 25.82	7.25
Spray	$ 21.40	7.25
Structural Steel and Swing		

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     Stage.....................$ 25.42             7.25
     Tanks; Stacks; and Towers...$ 28.63             7.25
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  PAIN0438-002 12/01/2018

 BELMONT, HARRISON and JEFFERSON COUNTIES

                                   Rates          Fringes

 PAINTER
     Bridges, Locks, Dams,
     Tension Towers & Energized
     Substations.................$ 32.80            17.68
     Power Generating Facilities.$ 29.65            17.68
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  PAIN0476-001 06/01/2018

 COLUMBIANA, MAHONING, and TRUMBULL COUNITES

                                   Rates          Fringes

 PAINTER
     GROUP 1.....................$ 25.37            13.83
     GROUP 2.....................$ 32.00            13.83
     GROUP 3.....................$ 25.58            13.83
     GROUP 4.....................$ 25.87            13.83
     GROUP 5.....................$ 26.02            13.83
     GROUP 6.....................$ 26.27            13.83
     GROUP 7.....................$ 27.37            13.83

 PAINTER CLASSIFICATIONS:

 GROUP 1:  Painters, Brush & Roller

 GROUP 2:  Bridges

 GROUP 3:  Structural Steel

 GROUP 4:  Spray, Except Bar Joist/Deck

   GROUP 5:  Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above
   50 Feet; and Swingstages

 GROUP 6:  Tanks; Sandblasting

 GROUP 7:  Towers; Stacks

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  PAIN0555-002 06/01/2018

 ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

                                   Rates          Fringes

 PAINTER
     GROUP 1.....................$ 30.61            15.81
     GROUP 2.....................$ 32.04            15.81
     GROUP 3.....................$ 33.47            15.81
     GROUP 4.....................$ 36.27            15.81

 PAINTER CLASSIFICATIONS

 GROUP 1 - Containment Builder

 GROUP 2 - Brush; Roller; Power Tools, Under 40 feet
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GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector	$ 20.61	3.50+a+b+c

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

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PAIN0788-002 06/01/2018

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller	$ 23.87	13.80
Structural Steel	$ 25.47	13.80

WINTER REPAINT: Between December 1 to March 31 - 90%JR

$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate	$ 24.83	10.00
Bridges, Locks, Dams & Tension Towers	$ 27.83	10.00

PAIN0841-001 06/01/2018

MEDINA, PORTAGE (South of and including Ohio Turnpike), and SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1	$ 25.75	14.35
GROUP 2	$ 26.40	14.35
GROUP 3	$ 26.50	14.35
GROUP 4	$ 26.60	14.35
GROUP 5	$ 27.00	14.35
GROUP 6	$ 39.20	11.75
GROUP 7	$ 27.00	14.35

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from Scaffolds, Bridge Work and/or Open Structural Steel, Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or Galvanized, Bridges, Tunnels & Related Support Items (concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper, Drywall Finisher and Follow-up Man Using Automatic Tools

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PAIN0841-002 06/01/2018

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing	$ 22.78	13.63
Brush & Roller	$ 21.77	13.63
Spray; Tank Interior & Exterior	$ 22.60	13.63

PAIN1020-002 07/01/2018

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,

PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller	$ 24.15	14.40
Drywall Finishing & Taping	$ 22.85	14.40
Lead Abatement	$ 25.90	14.40
Spray, Sandblasting Pressure Cleaning, & Refinery	$ 24.90	14.40
Swing Stage, Chair, Spiders, & Cherry Pickers	$ 24.40	14.40
Wallcoverings	$ 21.75	14.40

All surfaces 40 ft. or over where material is applied to or labor performed on, above ground level (exterior), floor level (interior) - $.50 premium

Applying Coal Tar Products - $1.00 premium

PAIN1275-002 05/01/2018

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION

	Rates	Fringes
PAINTER		
Bridges	$ 33.71	14.13
Brush; Roller	$ 24.23	14.13
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work	$ 25.63	14.13
Spray	$ 25.43	14.13
Stacks; Tanks; & Towers	$ 27.74	14.13
Structural Steel & Swing Stage	$ 24.53	14.13

PLAS0109-001 05/01/2018

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER	$ 28.86	17.11

PLAS0109-003 05/01/2018

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER	$ 28.21	17.11

PLAS0132-002 05/01/2018

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

	Rates	Fringes

PLASTERER.....$ 28.86 17.11

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	$ 29.63	17.11

PLAS0404-003 05/01/2018

LORAIN COUNTY

	Rates	Fringes
PLASTERER.....	$ 28.86	17.11

PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....	$ 28.86	17.11

PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	$ 28.21	17.11

PLAS0886-001 05/01/2018

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	$ 29.63	17.11

PLAS0886-003 05/01/2018

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA COUNTIES

	Rates	Fringes
PLASTERER.....	$ 28.86	17.11

PLAS0886-004 05/01/2018

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT COUNTIES

	Rates	Fringes
PLASTERER.....	$ 28.21	17.11

PLUM0042-002 07/01/2018

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 34.20	22.07

PLUM0050-002 07/02/2018

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 41.41	25.82

PLUM0055-003 04/30/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 & Smith Road) & SUMMIT (N. of Rte. #303, including the corporate limits of the city of Hudson)

	Rates	Fringes
PLUMBER	$ 35.78	25.58

PLUM0083-001 07/01/2017

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter	$ 32.16	31.51

PLUM0094-002 05/01/2018

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 35.28	19.34

PLUM0120-002 04/30/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of #303)

	Rates	Fringes
PIPEFITTER	$ 37.67	22.42

PLUM0162-002 06/01/2018

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 29.75	21.52

PLUM0168-002 06/01/2018

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78) & WASHINGTON

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 34.17	31.08

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* PLUM0189-002 06/01/2018

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 36.20	23.74

PLUM0219-002 05/31/2018

MEDINA (Rte. #18 from eastern edge of Medina Co., west to eastern corporate limits of the city of Medina, & on the county road from the west corporate limits of Medina running due west to and through community of Risley to the western edge of Medina County - All territory south of this line), PORTAGE, and SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
Plumber and Steamfitter	$ 37.02	23.79

PLUM0392-002 06/01/2018

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 32.01	19.67

PLUM0396-001 06/01/2018

COLUMBIANA (Excluding Washington & Yellow Creek Townships & Liverpool Twp. - Secs. 35 & 36 - West of County Road #427), MAHONING and TRUMBULL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 33.50	24.66

PLUM0495-002 06/01/2018

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 38.24	23.09

PLUM0577-002 06/01/2018

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 34.00	23.85

* PLUM0776-002 07/01/2018

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 35.75	23.88

TEAM0377-003 05/01/2018

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 27.38	14.61
GROUP 2	$ 27.80	14.61

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

TEAM0436-002 05/01/2018

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 28.40	16.05
GROUP 2	$ 28.90	16.05

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double

Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

General Decision Number: OH190082 02/15/2019 OH82

Superseded General Decision Number: OH20180103

State: Ohio

Construction Type: Building

County: Hamilton County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019
2	01/25/2019
3	02/15/2019

ASBE0008-010 07/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 30.27	17.20

BROH0018-008 09/01/2017

	Rates	Fringes
BRICKLAYER	$ 27.81	13.01
TILE FINISHER	$ 23.88	13.08
TILE SETTER	$ 28.43	13.12

CARP0002-008 05/01/2017

	Rates	Fringes

CARPENTER (Accoustical
Ceiling Installation Only).....$ 24.04 15.29

CARP0002-014 05/01/2017

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Metal Stud Installation and Form Work; Excludes Acoustical Ceiling Installation).....	$ 30.42	16.99

ELEC0212-010 06/04/2018

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	$ 28.39	18.98

ELEV0011-002 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 45.73	33.705+a+b

PAID HOLIDAYS:

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

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

ENGI0018-036 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR Backhoe/Excavator/Trackhoe; Bulldozer; Crane.....	$ 36.14	14.81

ENGI0018-037 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR Bobcat/Skid Steer/Skid Loader.....	$ 36.14	14.81

ENGI0066-045 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Forklift.....	$ 28.87	19.66
Grader/Blade.....	$ 32.42	19.66
Mechanic.....	$ 32.92	19.66

IRON0044-003 06/01/2017

	Rates	Fringes

IRONWORKER, REINFORCING.....$ 27.60 20.70

IRON0044-019 06/01/2018

	Rates	Fringes
IRONWORKER (Ornamental and Structural).....	$ 28.17	20.20

LABO0265-017 06/01/2018

	Rates	Fringes
LABORER		
Common or General.....	$ 22.45	16.20

LABO0265-019 06/01/2018

	Rates	Fringes
LABORER		
Mason Tender - Brick.....	$ 21.95	16.20

PAIN0123-001 05/01/2018

	Rates	Fringes
PAINTER (Brush and Roller).....	$ 24.61	9.74

PAIN0387-002 11/01/2017

	Rates	Fringes
GLAZIER.....	$ 26.00	14.15

PLAS0132-018 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 23.65	14.45

PLAS0132-019 06/22/2018

	Rates	Fringes
PLASTERER.....	$ 24.25	14.65

PLUM0392-005 06/01/2018

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	$ 32.01	19.67
PLUMBER (Excludes HVAC Pipe Installation).....	$ 32.01	19.67

ROOF0042-007 08/01/2018

	Rates	Fringes
ROOFER.....	$ 27.50	15.57

SFOH0669-009 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 36.33	15.84

SHEE0024-029 06/01/2017

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation Only)	$ 27.67	20.48

* UAVG-OH-0021 01/01/2019

	Rates	Fringes
OPERATOR: Oiler	$ 27.56	16.37

SUOH2012-084 08/29/2014

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only)	$ 22.28	8.63
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 26.19	8.99
LABORER: Landscape & Irrigation	$ 23.60	0.87
LABORER: Mason Tender - Cement/Concrete	$ 23.87	9.80
LABORER: Pipelayer	$ 23.18	8.95
OPERATOR: Loader	$ 29.66	12.61
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 30.28	13.29
OPERATOR: Roller	$ 29.85	12.00
PAINTER: Spray	$ 22.78	12.40
TRUCK DRIVER: Dump (All Types)	$ 24.32	11.73

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION