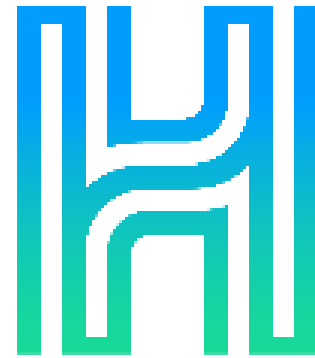


Hamilton County - The Banks Phase 3C Guard Booth, Foundation & Electric

ITB#038-25

PROJECT MANUAL



**Hamilton
County**
OHIO

PROJECT MANUAL

HAMILTON COUNTY

ITB 038-25

GUARD BOOTH, FOUNDATION & ELECTRIC

THE BOARD OF COUNTY COMMISSIONERS

DENISE DRIEHAUS, PRESIDENT

STEPHANIE SUMMEROW DUMAS, VICE PRESIDENT

ALICIA REECE

JEFFREY ALUOTTO, COUNTY ADMINISTRATOR

JUNE 2025

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1. BIDDING DOCUMENTS



HAMILTON COUNTY PURCHASING DEPARTMENT

Purchasing Department

138 East Court Street, Room 507

Cincinnati, Ohio 45202

Phone: (513) 946-4355

purchasing@hamiltoncountyohio.gov

<http://www.hamilton-co.org/purchasing/>

County Administrator:

Jeffrey Aluotto

Director of Purchasing:

Jill Williams

Board of County Commissioners:

Denise Driehaus, President

Stephanie Summerow Dumas, Vice President

Alicia Reece

DATE OF ISSUANCE: June 6, 2025

INVITATION TO BID (ITB) NUMBER: ITB# 038-25

INVITATION TO BID (ITB) NAME: The Banks Phase 3C
Guard Booth, Foundation & Electric

Date of Pre-Bid Conference: The Banks Project, Hamilton County, Location: Corner of Mehring Way and Elm Street, and Cincinnati, Ohio 45202.	June 23, 2025, at 10:00 AM
Deadline for Receiving Final ITB - Questions:	June 25, 2025 by 12:00 PM
Deadline for Receiving Final ITB - Answers:	June 30, 2025 by 4:00 PM
BID OPENING DATE:	July 9, 2025 @ 11:00 AM
Small Business Participation Requirement:	20%
Minority-Owned Business Participation Requirement:	16.5%
Women-Owned Business Participation Requirement:	4.2%
This is a Prevailing Wage Project, the Budget is:	\$200,000

Sealed proposals will be received at the Hamilton County Purchasing Department, Room 507, 138 East Court Street, Cincinnati, Ohio 45202, until 11:00 AM on the date listed above and will be read at that time. Bid opening will be held in Conference Room. Proposal forms, specifications, etc. may be obtained upon application at ARC (American Reprographics Co) Office, 4219 Malsbary Road, Blue Ash, OH 45242, Phone: 513-326-2300, or they may be electronically retrieved by accessing the following web site: <http://www.hamilton-co.org/purchasing/>.

THE BID BOND FOR THIS PREVAILING WAGE PROJECT IS:

A surety in the form of a cashier's check drawn on a solvent financial institution, and made payable to the BOARD OF COUNTY COMMISSIONERS, in the amount of 10% (Ten Percent) of the total amount of the bid including any alternates, or a bond in the amount of 100% (One Hundred Percent) of the total amount of the bid including any alternates must accompany each proposal as a guarantee that if the proposal is accepted, a contract will be entered into. The surety must be submitted with the bid.

Use the bid guaranty and contract bond in accordance with ORC 153.571 as specified.

Failure to submit the bid bond with the bid will result in disqualification of the bid.

THE PERFORMANCE BOND FOR THIS PREVAILING WAGE PROJECT IS:

The successful Bidder will be required to furnish a corporate surety bond, made payable to the Board of County Commissioners, Hamilton County, for one hundred percent (100%) of the total amount of the contract price as a guarantee for the faithful performance thereof.

The submitted bond must be issued by a company licensed to conduct business in the State of Ohio.

DEPARTMENT INFORMATION

Department Name:	Hamilton County, The Banks Project, Phil Beck
Street Address:	138 East Court Street, Room 607
City:	Cincinnati
State:	Ohio
Zip Code:	45202

In its efforts to promote participation of all businesses in Hamilton County projects, it is the policy of the Hamilton County Board of Commissioners that Hamilton County is an equal business opportunity governmental entity, and has always provided and will continue to provide, equal business opportunities in accordance with this policy.

REGISTRATION FORM
PLEASE READ AND ACKNOWLEDGE THE RECEIPT OF THIS DOCUMENT

**ITB#:038-25 – The Banks Phase 3C Guard Booth,
Foundation & Electric – GSR**

All inquiries regarding this ITB are to be e-mailed or mailed to:

Gina Richmond, Purchasing Agent

138 E. Court Street, Room 507

Cincinnati, Ohio 45202

Email: Purchasing@hamiltoncountyohio.gov

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/proposal 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? _____

Is your company a Small/Minority/Women Owned Business? _____

If yes, please specify any certifications:

Please e-mail this page to the Purchasing Department as soon as possible.

By e-mailing this page to the Purchasing Department, you will be registering your company's interest in this ITB, attendance at **Pre-bid conference on 6-23-25 at 10:00 AM (Location: Corner of Mehring Way and Elm Street, and Cincinnati, Ohio 45202)**, and it will ensure you will receive all addenda or correspondence. Your signature is an acknowledgement that you have read and understand the information contained on this page. Hamilton County will not be responsible for the timeliness of the delivery via U.S. Mail

DATE:	
COMPANY NAME:	
ADDRESS:	
CITY, STATE & ZIP CODE:	
SALES REPRESENTATIVE'S NAME:	
TELEPHONE NUMBER:	
EMAIL ADDRESS:	
NUMBER OF PEOPLE ATTENDING PREBID (IF APPLICABLE):	
SIGNATURE:	

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. 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. In case of error in extending the total amount of the bid, the unit price will govern.
2. Hamilton County, Ohio (the "County") is an equal business opportunity governmental entity and recognizes that minority, women and small businesses contribute to employment and economic growth in our region. County encourages the participation of such businesses on County projects.
3. **(If applicable)** The overall annual goals for Minority-owned businesses is 16%, Women-owned businesses is 13% and Small Business is 20% (all as defined in the Hamilton County Minority, Women, and Small Business Enterprise Program packet, attached hereto and incorporated herein by reference ("MBE, WBE, SBE Program"). However, contract-specific goals will vary depending on the individual contract specifications as further detailed in the MBE, WBE, SBE Program. Bidder shall comply with all terms and conditions specified in the MBE, WBE, SBE Program, and the terms and conditions of such MBE, WBE, SBE Program will be incorporated into any resultant contract.
4. The County will make the final payment when the materials, supplies, equipment, or the work performed has been fully delivered or completed to the full satisfaction of the Board of County Commissioners.
5. In case of default by the bidder or contractor, the Board of County Commissioners may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.
6. Prices must be stated in units or quantities specified.
7. Whenever a reference is made in the specifications or in describing the materials, supplies, or services required, of a particular trade name or manufacturer's catalog or model number, the bidder, if awarded the contract, will be required to furnish the particular item referred to in strict accordance with the specifications and descriptions **UNLESS** a departure or substitution is clearly noted and described in the proposal by the bidder and accepted by the county.
8. The bidder, if awarded a contract or order, agrees to protect, defend, and hold harmless the Board of County Commissioners against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract. He/she further agrees to indemnify and hold harmless the Board of County Commissioners from suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties by or from any acts of the contractor, his/her servants or agents. To this extent, the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the Board of County Commissioners wherever such insurance, in the opinion of the Board, is deemed necessary.
9. It is agreed that the bid shall be irrevocable for a period of sixty days (60) after it is opened by the Purchasing Department, and if accepted, the bidder will, within five days (5) after receiving notice of acceptance of said bid, enter into a contract in writing for the said material, supplies, or services required, with a surety to the satisfaction of the Board of County

Commissioners, faithfully to perform said contract according to its terms and according to said specifications, and that bidder will promptly pay all damages and expenses occurring to said Board of County Commissioners by reason of the failure or refusal of the bidder to enter into said contract. Use the bid guaranty and contract bond in accordance with ORC 153.571 as specified.

The Board of County Commissioners will treat all bidders alike in every respect, and they will take final action on this and all other bids no later than sixty days (60) after this and all other bids are opened aforesaid.

No bid shall be considered as accepted, nor any obligation assumed hereunder by the Board of County Commissioners, until such time as said Board of County Commissioners may deposit in the U.S. Mail written notice, addressed to the successful bidder or bidders at the address give on the bid of acceptance of the bid or award of a contract.

10. Samples, when requested, are returned at the bidder's expense.
11. Proposals, to receive consideration, MUST BE RECEIVED prior to the specified time of opening and reading as designated in the invitation.
12. Bidders are required to use the proposal form furnished by the Purchasing Department when submitting their proposals. Envelopes must be sealed when submitted and the ITB # prominently written/displayed on the outside of the envelope/packages.
13. Proposals having erasures or corrections thereon will be rejected unless explained or noted over the signature of the bidder.
14. Bidders may submit proposals on any one or group of items provided, however, the unit price is shown as requested.
15. References in the specifications or in describing the materials, supplies, or services required, of a particular trade name, manufacturer's catalog or model number, are made for descriptive purposes to guide in interpreting the type of materials, supplies, or of performing the work in a manner other than specified. However, the bidder's attention is called to Item 7 as previously stated, which condition must be strictly adhered to.
16. Concealed weapons, whether with or without a permit, are not allowed in any Hamilton County Building. ORC states that "Unless otherwise authorized by law, pursuant to the Ohio Revised Code, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordinance onto these premises."
17. The bid tabulation that is entered in the system is a preliminary summary of the bids as they were opened and announced at the bid opening. Bid prices have not been verified and are subject too change in the event mathematical errors are discovered during bid review. Other information contained in this summary is also subject to review. The awarded bid tabulation will be the final version of the bid results.

TAXES

OHIO SALES TAX: Not applicable to County purchases.

FEDERAL EXCISE TAX: Not applicable to purchases for essential government functions.

PROPOSAL OR BID

In compliance with the foregoing invitations for bids, and subject to all conditions set forth, the undersigned offers and agrees, after having carefully examined the specifications, if this bid is accepted within a reasonable time from the date of the opening, to furnish any or all of the items upon which prices are quoted, in accordance with the specifications applying, at the price set opposite each item.

The Legal Advertisement, General Conditions, Special Conditions, Instructions to Bidders, and Specifications and Plans become a part of this proposal.

TAXES: Ohio Sales Taxes are not applicable to Hamilton County purchases.

TAX ID #: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

NAME OF COMPANY: _____

NOTE: Your attention is called to the fact that a bond or certified check must accompany this proposal if so specified in the “INVITATION”.

HAVE YOU PROPERLY SIGNED YOUR BID AND BOND?

DATED

ADDRESS

PHONE NUMBER

PERSONAL PROPERTY TAX STATEMENT

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

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 COMPANY

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

SIGNATURE OF NOTARY PUBLIC

WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY

In accordance with Section 9.24 of the Ohio Revised Code, I hereby certify that the company I represent does not owe any money to the State of Ohio.

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 COMPANY

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

SIGNATURE OF NOTARY PUBLIC

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.

PRINT NAME _____ of,

PRINT NAME OF COMPANY _____

Date

SIGNATURE

ATTACHMENT A – BID FORM

BID FORM

ACKNOWLEDGMENT OF BIDDER:

Submitted by: _____
(enter company name here)

TO: The Board of County Commissioners, Hamilton County, Ohio
 Hamilton County Purchasing Department
 138 East Court Street, Room 507
 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, Minority, Women, and Small Business Enterprise Program, Contract Form, General Conditions, Technical Specifications, Drawings, and Addenda for the Project titled:

**The Banks – Phase 3C
Guard Booth, Foundation & Electric
ITB# 038-25**

prepared by THP Limited, Inc., 100 East Eight Street, Cincinnati, Ohio 45202, 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): _____

A. BIDDER AGREEMENTS:

The undersigned Bidder Agrees:

1. To accept the provisions of these Instruction to Bidders, Supplementary Instructions to Bidders, General 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. To accept the provisions and provide all required documents contained within the Minority, Women, and Small Business Enterprise Program.
4. 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.
5. 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.
6. And certifies that (we) (he) (they) (has) (have not) previously performed work subject to the President's Executive Order No. 11246.
7. 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.
8. That the bidder will comply with any new laws or acts regulating public buying procedures.
9. Refer to additional instructions for bidder registration process (See Registration Form within the Legal Advertisement Packet).

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. A Base Bid must be submitted prior to bidding Alternates Bid unless noted otherwise in the Bid Form.
6. 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 4.3. 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 rules and laws set forth in the Ohio Revised Code for Public Bids.
2. The bidder submitting the Lowest and Best Bid per Ohio Revised Code.
3. The lowest accepted Base Bid and "Accepted" Alternate combination.
4. The bidder best meeting all required specifications.
5. Review of the required forms submitted by the Bidder at the time of the Bid Opening in compliance with the Minority, Women, and Small Business Program.
6. Substitutions not approved prior to the bid opening cannot be used in the determination of the Lowest and Best Bid Determination.
7. Substitutions will not be used in determining Lowest and Best Bids.
8. If Hamilton County and the bidder are unable to successfully come to terms regarding the bid and 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:

Bidder shall review the Legal Advertisement for project timeline, pre-bid meeting information, bidding registrations, and addendum notifications.

Bidder shall review the Summary of Work for work hours, length of project, permitting requirements, contractor and sub assignments, and prime contract arrangements (single vs multiple contracts).

Bidder shall assume that No Asbestos removal or remediation is required on this project. Any contractor suspecting asbestos shall stop work immediately and report suspicious areas to the Owner. The owner shall be responsible for removing any asbestos discovered or targeted for removal in this project.

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

TOTAL COST (LUMP SUM): _____ (in numbers)

_____ (in words)

the worded amount shall govern

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.

General Contractor Material: \$ _____ (in numbers)

General Contractor Labor: \$ _____ (in numbers)

Mechanical Material: \$ _____ (in numbers)

Mechanical Labor: \$ _____ (in numbers)

Electrical Material: \$ _____ (in numbers)

Electrical Labor: \$ _____ (in numbers)

Project Management: \$ _____ (in numbers)

Guard Booth: \$ _____ (in numbers) ***mandatory must attach detailed Guard Booth quote to bid form**

The summation of these lines should equal the Total Cost above.

G. ALTERNATES:

No Alternates.

H. SUBSTITUTIONS – Must be approved 10 days prior to bid opening, see Instruction to Bidders 3.3.2 Substitution Process. Attach all approved supporting documents for Substitution.

SUBSTITUTIONS - #

DESCRIPTION OF SUBSTITUTIONS

TOTAL COST \$: _____ (LUMP SUM ADD/DEDUCT) *(in numbers)*
(circle one)

_____ *(in words)*
the worded amount shall govern

Bidder's Name: _____

All Prime Contractors hereby acknowledge and accept all responsibilities assigned to them by the General Conditions, Minority, Women, and Small Business Program, and Division One of the Specifications. 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)

ITB#038-25
The Banks – Phase 3C
Guard Booth, Foundation and Electric

Firm Name: _____

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

Authorized Offerror *(print name)*: _____

Authorized Signature *(sign name)*: _____

Title: _____

Official Address: _____

E-mail Address: _____

Telephone Number: _____

**Attachment B – Hamilton County Minority, Women, and Small
Business Enterprise Programs**

Hamilton County Minority, Women, and Small Business Enterprise Programs



Section 1. Minority, Women, and Small Business Enterprise Programs Purpose

The Board finds Minority Business Enterprises (“MBEs”), Women Business Enterprises (“WBEs”), and Small Business Enterprises (“SBEs”) provide employment and economic growth in Hamilton County, Ohio. The Board further finds that encouraging the participation of minority businesses, women businesses and small businesses in Hamilton County construction, professional services, and goods and services procurement will benefit all residents of Hamilton County, Ohio. Hamilton County is an equal business opportunity governmental entity, and has strived to provide, and will continue to provide, equal business opportunities to diverse groups within our region.

Section 2. Non-Discrimination Policy

I. Overview

The County is committed to a policy of non-discrimination. Every contract and subcontract for or on behalf of the County, for construction, professional services, and goods and services shall contain provisions by which the contractor agrees to both of the following:

- A) 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 153.59 of the Ohio 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;
- B) That no contractor, subcontractor, or any person on a contractor’s or subcontractor’s behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 153.59 of the Ohio Revised Code, or color.

II. Non-Discrimination Policy for Contracting

No respondent, vendor, and/or Contractor doing business with the County who competes for or is awarded a public contract shall discriminate or retaliate against a MBE/WBE/SBE. If a respondent is found to be in violation of this policy, either in the awarding of the subcontract in connection with an opportunity advertised by the County or in a contract between the County and the respondent, the County will use all remedies legally available under the law to address the policy violations.

The County may not allege or investigate an allegation of an occurrence of discrimination or retaliation in subcontracting as a basis for debarring or disqualifying a

respondent more than three (3) years after the alleged discriminatory or retaliatory conduct occurred or more than three (3) years after the County, in the exercise of reasonable diligence, should have discovered the conduct, whichever is later.

A respondent shall certify in the documents accompanying the respondent's offer to enter into a public contract that the respondent has not discriminated or retaliated and will not discriminate or retaliate against any MBE/WBE/SBE in obtaining any required subcontract.

After a respondent is awarded a public contract, if the respondent violates the certification provisions of these Policies and Procedures, the County may regard the violation as a breach of contract that permits one or more actions in Section 13.

III. Complaints of Discrimination or Retaliation

Any adult person, business entity, association, organization, or government agency may file a complaint with the Director of EIED stating facts showing or tending to show that a respondent has, within the preceding three (3) year period from the date of the complaint, engaged in discrimination or retaliation in connection with a County contract or solicitation. Within ten (10) business days, the Director, or his/her designee, shall notify the respondent against whom the complaint was filed that a complaint has been received.

IV. Complaint Procedure, Initial Findings and Recommendations

The complaint will be sent to EIED to review and determine whether there is noncompliance of the contract. See the noncompliance process in Section 13 and the appeal process in Section 14 for additional information about complaint procedures, findings, and recommendations.

Section 3. Minority, Women, and Small Business Enterprise Contract Goals

The MBE/WBE/SBE Programs goal setting applies to all competitively bid County-funded contracts of \$75,000.00 or more. MBE/WBE goals will be determined based on availability data provided by the *MBE/WBE Goal-Setting Worksheet* on a contract-by-contract basis.

The MBE utilization goal for this contract is 16.5 %, and the WBE utilization goal is 4.2 %.

The SBE utilization goal for this contract is 20 %.

THE UTILIZATION GOALS FOR THIS CONTRACT ARE:

MBE: 16.5 % WBE: 4.2 % SBE: 20 %

Respondents shall be fully informed of the MBE/WBE/SBE Programs and of any MBE/WBE/SBE contract goals, in all County bid documents. When State and/or Federal funding sources require affirmative action goals, those goals, as defined in the contract documents, replace the requirements of the MBE/WBE/SBE Goals Program.

Every respondent shall be required to submit to the County, with its bid, a plan for the engagement of MBEs/WBEs/SBEs in connection with the contract, known as the *MBE/WBE/SBE Goal Compliance Plan*. The *MBE/WBE/SBE Goal Compliance Plan* form, which shall include, among other things, the names, addresses, phone number, Tax I.D. number, and certification numbers, if applicable, of certified businesses, and any other information required by the Director, EIED, as set forth in the bid solicitation documents. If awarded a contract or procurement with the County, a Contractor shall use its Good Faith Efforts at all times to implement and accomplish the objectives with respect to the use of MBEs, WBEs and SBEs as set forth in the *MBE/WBE/SBE Goal Compliance Plan*. Following the award, the *MBE/WBE/SBE Goal Compliance Plan* shall become a part of the contract between the Contractor and the County. Documents must be approved by EIED before the award is finalized. **Failure to comply with the above requirements shall result in the respondent being deemed non-responsive.**

All ITBs, RFPs, or RFQs shall include a requirement that, if an MBE/WBE/SBE contract participation goal is applicable, the respondent must:

- A. With its bid, submit a signed *MBE/WBE/SBE Goal Compliance Plan* form, showing its commitment to meet or exceed the goals for the project or contract.
- B. Make Good Faith Efforts, before the opening of bids or submittal of proposals, to meet the applicable contract participation goal(s); and
- C. Keep records of its Good Faith Efforts adequate to permit a determination of compliance with the *MBE/WBE/SBE Goal Compliance Plan*. If a contract goal will not be met, a respondent shall be required to submit with its bid a signed *MBE/WBE/SBE Goal Compliance Plan* form, and the *Application for MBE/WBE/SBE Program Waiver* form for approval by EIED. The respondent must submit its Good Faith Efforts documentation for review by EIED with the bid document.

As such, Construction, Professional Services, and Goods and Services contracts of \$75,000.00 or greater to be awarded competitively shall be reviewed by the EIED for MBE/WBE/SBE utilization responsiveness. After its review of the *MBE/WBE/SBE Goal Compliance Plan* and the *Application for MBE/WBE/SBE Program Waiver* form, EIED shall make a recommendation to the Purchasing Department and the Department of the respondent's responsiveness.

While the inability of a respondent to meet goals established under the MBE/WBE/SBE Program may not alone exclude a respondent from award of a contract or procurement, the respondent's adequate Good Faith Efforts to meet the goal will be considered in determining award of the Contract.

For the procurement of goods and services, and/or the award of construction contracts valued at \$75,000.00 or more, public notice of the opportunity to bid on such procurements or contracts will be given and the procurement or contract will be awarded to the respondent that submits the applicable bidding standard.

Section 4. Request for Waivers to MBE/WBE/SBE Contract Goals

If the respondent will not meet the MBE/WBE/SBE participation goals, in addition to its *MBE/WBE/SBE Goal Compliance Plan*, the respondent shall also submit with its bid a fully completed *Application for MBE/WBE/SBE Program Waiver* form (see Appendix B for applicable forms). The respondent shall indicate on the *Application for MBE/WBE/SBE Program Waiver* form, the Good Faith Efforts that it made prior to submission of its bid, to meet the MBE/WBE/SBE goals for the contract. The respondent shall also submit all documentary evidence to support those Good Faith Efforts made by the respondent, as declared on the *Application for MBE/WBE/SBE Program Waiver* form with its bid or the respondent will be deemed nonresponsive. The Director of EIED, the Director of Purchasing, or their designees, will review the documents submitted and make its determination of the *Application for MBE/WBE/SBE Program Waiver* request based on those submitted documents. When considering whether a respondent made adequate Good Faith Efforts to achieve the MBE/WBE/SBE participation goals, the County will evaluate the described efforts and documentation provided by contractors.

Section 5. Good Faith Efforts Documentation

All respondents must document the Good Faith Efforts it took to obtain MBE/WBE/SBE participation. As part of the selection process, a review of the respondent's *MBE/WBE/SBE Goal Compliance Plan* form is performed to determine the respondent's commitment to meeting the MBE/WBE/SBE goals for the contract. If the respondent will not meet the MBE/WBE/SBE participation goal, the *Application for MBE/WBE/SBE Program Waiver* form must be submitted with the bid.

Such Good Faith Efforts may include, but are not limited to the following:

- A. Respondent's attendance at pre-bid conference;
- B. Advertisement in general circulation media, trade publications, and minority focused media at least two (2) weeks before bids or proposals are due;
- C. Tailored mailings to MBE/WBE/SBE firms notifying them of contracting opportunities at least two (2) weeks before bids or proposals are due;

- D. Efforts made to select portions of the work proposed to be performed by MBE/WBE/SBE firms in order to increase the likelihood of achieving the stated goal(s);
- E. Efforts to negotiate with MBE/WBE/SBE firms for specific sub-bids, including at a minimum:
 - a. The names, addresses and telephone numbers of MBE/WBE/SBE firms that were contacted;
 - b. A description of the information provided to MBE/WBE/SBE firms regarding the plans and specifications for portions of the work to be performed; and/or
 - c. A statement of why additional agreements with MBE/WBE/SBE firms were not reached.
- F. If the respondent rejected any MBE/WBE/SBE firm(s) as unqualified, they must submit the reason(s) for this conclusion.
- G. The respondent must also document technical assistance provided to the MBE/WBE/SBE firms in obtaining bonding or insurance required by the County.
- H. Providing interested MBE/WBE/SBEs with prompt access to the plans, specifications, scope of work, and requirements of the contract.
- I. Follow up to initial solicitations and copy of call logs.
- J. Has a joint venture agreement or partnership for the contract with an MBE/WBE firm. Commercially useful function participation by the MBE/WBE/SBE must be 30% or greater.
- K. Has a mentor-protégé agreement with an MBE/WBE/SBE firm for the contract.

Failure to provide the *Application for MBE/WBE/SBE Program Waiver* at the time of bid submission will result in the bid being determined to be non-responsive.

Respondents' Good Faith Efforts to meet MBE/WBE/SBE participation goals will be a factor in determining the award of the contract. In determining whether a respondent has made adequate Good Faith Efforts, the County may consider the performance of other respondents in meeting the MBE/WBE/SBE participation goals for the same solicitation. Respondents that fail to meet MBE/WBE/SBE goals and fail to demonstrate Good Faith Efforts shall be deemed non-responsive to the County's solicitation and shall not be eligible to be awarded the contract.

Section 6. MBE/WBE/SBE Programs Records and Reports

In order to ensure the effective tracking of these efforts, the following shall be done:

- 1) Each Contractor shall continuously maintain, compile, and provide to the County monthly information, utilizing the procurement software system (when available) relating to its use of MBE/WBE/SBEs. This information shall include without limitation the following information for each of the MBE/WBE/SBE subcontractors, suppliers, and/or vendors utilized by the Contractor: a description of the categories of contracts awarded to and spent with MBE/WBE/SBEs; the dollar value of contracts awarded to and spent with MBE/WBE/SBEs; the contract number(s), and contact information for the MBE/WBE/SBEs. Additionally, the Contractor shall provide information regarding its progress toward attaining the MBE/WBE/SBE goals for the contract.
- 2) Within thirty (30) days after the end of a contract in which there were MBE/WBE/SBE goals, each contractor shall provide the County with a report including by not limited to the following information: the identity of and contact information for each MBE/WBE/SBE to whom the contractor has awarded a subcontract or supplier agreement; the type of work performed or supplies provided by each subcontractor/supplier; the dollar value of each of the subcontracts/supplier agreements; and the total percentage of the value of the County contract subcontracted to MBE/WBE/SBE subcontractors, suppliers, and/or vendors.

Section 7. Payments to Subcontractors/Prompt Pay

A Contractor shall be required to certify electronically or in writing that all of its subcontractors, suppliers, and/or vendors have been paid for work and materials in relation to the County contract by the Contractor for previous disbursements before additional disbursements of contract and/or procurement payments are made to the Contractor. This section requires Hamilton County to make every effort to make payments to Contractors within thirty (30) days of receipt of a complete and responsive invoice.

If a subcontractor or material supplier submits an application or request for payment or an invoice for materials to a contractor in sufficient time to allow the contractor to include the application, request, or invoice in the contractor's own pay request submitted to an owner, the contractor, within ten calendar days after receipt of payment from the owner for improvements to the property, shall pay to the:

- A. Subcontractor, an amount that is equal to the percentage of completion of the subcontractor's contract allowed by the owner for the amount of labor or work performed;
- B. Material supplier, an amount that is equal to all or that portion of the invoice for materials that represents the materials furnished by the material supplier.

If the contractor fails to comply with this provision, the contractor shall pay the subcontractor or material supplier, in addition to the payment due, interest in the amount of eighteen percent per annum of the payment due, beginning on the eleventh day following the receipt of payment from the owner and ending on the date of full payment of the payment due plus interest to the subcontractor or material supplier. *Refer to Ohio Revised Code, Section 4113.61: Time limitations for payments to subcontractors and materialmen.*

During the contract and upon completion of the contract, the County may request documentation to certify payment to subcontractors or suppliers. The subcontractor or supplier may be required to sign off on the certification of payment form or affidavit, by the subcontractor or supplier, to attest to the receipt of payment from the Contractor.

Section 8. Subcontractor Substitution

If a contractor must substitute a subcontractor after the contract has been awarded, the contractor shall request approval for any substitution of a MBE/WBE/SBE subcontractor, supplier, or vendor used or proposed to be used by a Contractor, by completing and submitting a copy of the *Prime Contractor Substitution Request* form. The *Prime Contractor Substitution Request* form and instructions for completing the request will be included in the contract at the time of award.

Section 9. Change Orders and Amendments to Contracts

This rule applies to contracts valued at \$100,000.00 and greater. Whenever a contract is amended, any single change order is issued, or subsidiary agreement is authorized that increases the total original contract cost by more than ten percent (10%), the MBE/WBE/SBE contract goal regarding the work, services, or supplies to be paid for through such amendment, modification, change order, or subsidiary agreement will remain the same; and, Good Faith Efforts will be made to ensure that it maintains the same percentage of MBE/WBE/SBE participation in performing the additional work, services, or supplies.

Section 10. Certification

The County does not conduct its own MBE, WBE or SBE certification process but does accept MBE, WBE, and SBE certifications from other County-approved agencies.

The requirements for County approved MBE certification are:

- A. The applicant is an independent operating business and must have been in business for at least one year before applying for certification.
- B. The owner is a sole proprietorship that is independently owned and controlled by an individual who is a minority group member; a joint venture that is at least 51% independently owned and controlled by minority group members; or a partnership, limited liability company or corporation that is at least 51% independently owned and controlled by minority group members;
- C. The minority owners have interest in capital and earnings commensurate with the minority group members' percentage of ownership;
- D. The firm performs a commercially useful function;
- E. Each owner of the firm must be United States citizens or lawfully admitted permanent residents;
- F. The firm has a valid and current MBE or WBE certification or both with at least one of the County-approved certification agencies (see Appendix A. Certification Agencies).

The requirements for County approved WBE certification are:

- A. The applicant is an independent operating business and must have been in business for at least one year before applying for certification.
- B. The owner is a sole proprietorship that is independently owned and controlled by an individual(s) who is a woman; a joint venture that is at least 51% independently owned and controlled by a woman; or a partnership, limited liability company or corporation that is at least 51% independently owned and controlled by a woman;
- C. The woman owners have interest in capital and earnings commensurate with the woman's percentage of ownership;
- D. The firm performs a commercially useful function;
- E. Each owner of the firm must be United States citizens or lawfully admitted permanent resident;
- F. The firm has a valid and current WBE certification with at least one of the County-approved certification agencies (see Appendix A. Certification Agencies).

The requirements for County approved SBE certification are:

- A. The firm has gross revenues or number of employees, averaged over the past three years and inclusive of any affiliates, as defined by 13 C.F.R. Sec. 121.201, and does not exceed the size standards as defined pursuant to Section 3 of the SBE Act. A full table of the Small Business Size Standards matched to the North American Industry Classification System (NAICS) may be obtained at www.sba.gov/size.

- B. The personal net worth of each owner and his or her spouse cannot exceed \$750,000, exclusive of specified assets (equity in primary residence, retirement accounts subject to a significant withdrawal penalty, equity in the business for which they are applying).
- C. The applicant for SBE certification must have been in business for at least one year before applying for certification;
- D. The firm performs a commercially useful function;
- E. Each owner of the firm must be United States citizens or lawfully admitted permanent residents;
- F. The firm has a valid and current SBE certification with at least one of the County approved certification agencies (see Appendix A. Certification Agencies).

A business that desires approval by Hamilton County through its Economic Inclusion and Equity Department as a MBE, WBE or SBE must complete and submit a County Vendor Registration form and provide a current MBE, WBE or SBE certification from a County-approved agency. Registrations may be obtained at the County website at https://www.hamiltoncountyoio.gov/government/departments/economic_inclusion or at the office of the Economic Inclusion and Equity Department, County Administration Building, 138 Court Street, Room 603, Cincinnati, OH.

The County approves MBE, WBE, and SBE applicants in three categories:

- A. Construction;
- B. Professional Service;
- C. Goods and Services

Section 11. Selection Criteria and Evaluation

Hamilton County will consider past compliance with MBE/WBE/SBE programs in determining contract awards.

For RFPs, selection criteria and evaluation will include a criterion for the respondent's commitment to the MBE/WBE/SBE contract goals and will be worth no less than 10% of the selection evaluation total points.

Section 12. Falsification of MBE and WBE Subcontracts

Falsification or misrepresentation of an agreement with a subcontractor as to company name, contract amount and/or actual work performed by subcontractor, submitted on any contracts or forms required or otherwise requested by the County, will result in the County utilizing any and all remedies available under the law to enforce EIED policies.

Section 13. MBE/WBE/SBE Program Noncompliance Process

If EIED or the contracting department determines that a contractor has failed to comply with the terms of the MBE/WBE/SBE programs, EIED and the contracting department shall meet

to discuss the contract, issues of noncompliance, and the options for correcting contract noncompliance.

A contractor may be found in noncompliance with the MBE/WBE/SBE Programs in the following ways without limitation:

1. By evidence found by the contracting department or by EIED through the course of regular monitoring of the execution of such contract;
2. By complaint submitted to the contracting department or EIED, where the party responsible for the complaint submits any evidence or documentation they possess in support of their claim;
3. Contractor fails to notify Hamilton County of debarment or suspension by the State of Ohio, City of Cincinnati, or any other municipality before or during the contract period.

If EIED and/or the contracting department through their discussion find evidence of noncompliance with Hamilton County's MBE/WBE/SBE programs, The Director of EIED may at this stage request that the contractor participates in a meeting to discuss its progress towards meeting its proposed MBE/WBE/SBE utilization goals. If EIED and the contractor agree on corrective measures, the contractor shall, within ten (10) business days, submit a letter to the Project Manager and Director of EIED documenting the corrective measures to be taken by the contractor along with an agreed-upon timeline for implementation.

If no agreement can be reached, EIED shall serve a written notice of MBE/WBE/SBE program noncompliance to the contractor. The written notice will include all instances of noncompliance and potential options for rectification. Contractors shall have ten (10) business days from the date of the written notice of MBE/WBE/SBE program noncompliance to determine and communicate a method for remedying all instances of noncompliance. The contractor must include within their communication a plan that is agreed to by EIED to remedy all instances of MBE/WBE/SBE program noncompliance within thirty (30) days of their response. If the contractor cannot remedy all instances within thirty (30) days of the notice of MBE/WBE/SBE program noncompliance, the Director of EIED and Program Manager, may, at their discretion, negotiate a new timeframe to achieve MBE/WBE/SBE program compliance with the contractor.

If a contractor fails to remedy all instances of MBE/WBE/SBE program noncompliance within thirty (30) days of the date of the written notice or within the newly negotiated timeframe, EIED shall make a determination of noncompliance which will be sent to the contractor in writing.

Once a determination of noncompliance is made, EIED may use all available legal remedies including but not limiting to:

- a. Withhold all or part of all future payments to the contractor;
- b. Require contractor payment of liquidation damages,

If appropriate, EIED will refer the matter to the appropriate authorities for potential criminal investigation and prosecution.

Section 14. Appeal Process for Determinations of Noncompliance

Any contractor who is determined to be noncompliant in connection with the performance of a contract shall be allowed ten (10) business days from receipt of the EIED notice of MBE/WBE/SBE program noncompliance to file a written appeal of that determination. Filing of the appeal shall be accomplished by delivery (paper or electronic) of a notice of appeal to EIED. The notice of appeal by the contractor shall be in writing and shall briefly state all the facts or other basis upon which the contractor contests the EIED finding of noncompliance. Supporting documentation must be included.

The EIED Director, with the input of the Purchasing Director and the Project Manager, shall consider the contractor's appeal and shall make a written decision no later than thirty (30) days after receipt concerning the merits of the contractor's appeal. Hamilton County staff may, at their discretion, meet with the contractor to discuss the appeal.

A copy of the appeal decision shall be sent to the contractor. If the EIED upholds the finding of noncompliance, the EIED Director shall inform the contractor of the decision which shall be final, and the appropriate penalties shall be applied.

If Hamilton County accepts the appeal, then the contractor will be informed. If Hamilton County's determination is not made within thirty (30) days after the receipt of the appeal, then the contractor will not be held accountable.

Appendix A. Certification Agencies

*Below are certification agencies we recognize
as outlined in our Hamilton County Economic Inclusion Policy:*

City of Cincinnati

Department of Economic Inclusion
805 Central Avenue, Suite 600
2 Centennial Plaza
Cincinnati, OH 45202
Phone: (513) 352-3154
[Email: cincinnati@diversitycompliance.com](mailto:cincinnati@diversitycompliance.com)
Website: <https://cincinnati.diversitycompliance.com/>
Certifies SBEs, MBEs, WBEs

U.S. Small Business Administration (SBA)

Columbus District Office
8(a) Business Development Program
2 Nationwide Plaza, Suite 1400
Columbus, OH 43215
Phone: (614) 469-6860
[Email: answerdesk@sba.gov](mailto:answerdesk@sba.gov)
Website: <https://certify.sba.gov/>
Certifies WOSBs

Women's Business Enterprise Council Ohio River Valley (WBEC ORV)

3458 Reading Road
Cincinnati, OH 45229
Phone: (513) 487-6503
[Email: crudisell@wbec-orv.org](mailto:crudisell@wbec-orv.org)
Website: <https://www.wbecorv.org/how-to-apply/>
Certifies SBEs, WBEs

Abbreviations:

SBE- Small Business Enterprise

MBE- Minority Business Enterprise

WBE- Women's Business Enterprise

Ohio Department of Transportation (ODOT)

Office of Equal Opportunity
1980 West Broad Street
Columbus, OH 43223
Phone: (614) 644-8436 or 1-800-459-3778
[Email: DOT.SDBE@dot.ohio.gov](mailto:DOT.SDBE@dot.ohio.gov)
Website: <https://www.transportation.ohio.gov/programs/business-economic-opportunity/business-economic-opportunity>
Certifies SBEs, MBEs

Ohio Minority Supplier Development Council

Chase Building
100 East Broad Street, Suite 2460
Columbus, OH 43215
Phone: (614)-225-6959, Ext.208
[Email: certification@ohiomsdc.org](mailto:certification@ohiomsdc.org)
Website: <https://thh.3df.myftpupload.com/certificationprocess/>
Certifies SBEs, MBEs

Ohio Department of Development

Equal Opportunity Division
30 East Broad Street, 18th Floor
Columbus, OH 43215
Phone: (614) 466-838
Email: Donald.Stinsonjr@development.ohio.gov
Website: <https://development.ohio.gov/business/minoritybusiness/certifications>
Certifies MBEs, WBEs

MBE/WBE/SBE GOAL COMPLIANCE PLAN

Failure to complete this form in its entirety may result in your bid being deemed non-responsive.

(Page 1 of 3)

Bidder must achieve, or show good faith efforts to achieve, all goals. All sections of this form must be completed and returned as part of the bid. MBE/WBE firms that are also certified as SBEs may be used to achieve both the MBE/WBE goal and the SBE goal. Firms that are certified as both MBE and WBE will be counted towards the MBE goal and not the WBE goal. If you are not able to meet one or more of the stated goals, you must include the Application for SBE/MBE/WBE Program Waiver with your bid package.

Bidder must list the following information for **every** firm that will perform work, labor, render services, or provide materials as part of the contract or project, including certified MBE/WBE/SBE firms; non-certified small, minority-, or woman-owned firms; and any other firms. Bidder must also include any work to be self-performed and any work performed by a joint venture (JV) partner.

For projects under \$1 million, bidders must submit a completed Letter of Intent (LOI) for all subcontractors/suppliers listed in their bid package at the time of submission. For larger projects over \$1 million, bidders must include a completed LOI for all MBE/WBE/SBE subcontractors/suppliers listed in the Goal Compliance Plan at the time of submission. The LOI for all other subcontractors can be submitted after the time of submission, but before the contract is awarded. This applies to any subcontractors/suppliers that are substitutions or additions to the plan made after award and prior to the start of work.

Bidder must ensure that all firms whose participation is being counted towards the MBE, WBE, and SBE goals are certified as an MBE, WBE, or SBE with one of the certification agencies recognized by Hamilton County and are registered as a certified company with Hamilton County.

If you plan to perform 100% of the work yourself, you must submit the Goal Compliance Plan and indicate this in the self-performance section. In addition, you must successfully complete the the Application for Program Waiver by selecting the goals you would like to waive and signing and dating the Application for Program Waiver.

MBE/WBE/SBE GOAL COMPLIANCE PLAN

Failure to complete this form in its entirety may result in your bid being deemed non-responsive.

(Page 2 of 3)

Bid Number: _____

Project Title: _____

Total Bid Amount: _____

Bidder Name: _____

Primary Contact Name: _____

Bidder Address: _____

Bidder Email: _____

Bidder Phone: _____

Certification Type (if applicable):

☐

MBE

☐

WBE

☐

SBE

Race/Ethnicity (if MBE): _____

Description of Self-Performed Work (if applicable):

Dollar Amount: _____

Percent of Total Bid: _____

STATED COMMITMENT TO MBEs/WBEs/SBEs

MBE goal stated in solicitation: _____

WBE goal stated in solicitation: _____

Total \$ amount committed to MBEs: _____

Total \$ amount committed to WBEs: _____

% total bid amount committed to MBEs: _____

% total bid amount committed WBEs: _____

SBE goal stated in solicitation: _____

Total \$ amount committed to SBEs: _____

% total bid amount committed to SBEs: _____

PARTICIPATING FIRMS

(Page 3 of 3)

Bidder should add additional firms using the same format as needed.

Company Name, Address, and Telephone Number	JV Partner, Subcontractor, or Supplier	Certification Type (MBE/WBE/SBE) *Select all that apply	Race/Ethnicity (if MBE)	Description of Work	Dollar Amount	Percent of Total Bid	EIED APPROVED *EIED use only
Name: Address: Phone:	<div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div></div> <div>JV Partner Subcontractor Supplier</div>	<div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div></div> <div>MBE WBE SBE N/A</div>					<div><input type="checkbox"/></div>
Name: Address: Phone:	<div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div></div> <div>JV Partner Subcontractor Supplier</div>	<div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div></div> <div>MBE WBE SBE N/A</div>					<div><input type="checkbox"/></div>
Name: Address: Phone:	<div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div></div> <div>JV Partner Subcontractor Supplier</div>	<div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div></div> <div>MBE WBE SBE N/A</div>					<div><input type="checkbox"/></div>
Name: Address: Phone:	<div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div></div> <div>JV Partner Subcontractor Supplier</div>	<div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div></div> <div>MBE WBE SBE N/A</div>					<div><input type="checkbox"/></div>
Name: Address: Phone:	<div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div></div> <div>JV Partner Subcontractor Supplier</div>	<div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div></div> <div>MBE WBE SBE N/A</div>					<div><input type="checkbox"/></div>

By signing below, the Bidder certifies that the information included in this form is accurate and complete to the best of their knowledge.

Signature: _____

Date: _____

Title: _____

Company: _____

HAMILTON COUNTY MBE/WBE/SBE PROGRAMS

Application for Program Waiver

(Page 1 of 6)

At the time of bid submission, Bidders **that do not meet one or more of the MBE, WBE, or SBE goals** must request a waiver from achieving the MBE, WBE, and/or SBE goal(s) by documenting the Good Faith Efforts they made to achieve the goal(s) and document, with specificity, the Good Faith Efforts they made to achieve the goal(s). "Good Faith Efforts" means the efforts a bidder made to utilize MBEs, WBEs, and SBEs in response to the solicitation. Bidders that request a waiver must demonstrate they took reasonable steps to achieve the MBE/WBE/SBE goal(s) specified within the bid/RFP, and that the scope, intensity, and appropriateness of their efforts could reasonably be expected to result in MBE/WBE/SBE participation sufficient to achieve the goal(s), even if they were not successful in doing so. In considering waiver approval, among the totality of Good Faith Efforts bidders make, Hamilton County will consider the specific efforts the bidder made.

Bidders requesting a waiver must complete this form to document their Good Faith Efforts with specificity, or their bid will be deemed non-responsive. Every item marked on the checklist must have associated documentation in order to receive points.

HAMILTON COUNTY MBE/WBE/SBE PROGRAMS

Application for Program Waiver

(Page 2 of 6)

Bid/RFP Name: _____ Bid/RFP Number: _____

Bidder Name: _____ Bidder Address: _____

Primary Contact Name: _____

Bidder Phone: _____ Bidder Email: _____

Bidder is requesting a waiver for: (select all that apply)

MBE goal

WBE goal

SBE goal

In attempting to meet the projected goal(s), the bidder made the following good faith efforts:

Check all that apply. Minimum score required to establish "good faith" effort is 70 points.

Item	Points	Score (EIED USE ONLY)
Respondent's attendance at pre-bid conference;	10	
Advertisement in general circulation media, trade publications, and minority-focused media at least two (2) weeks before bids or proposals are due;	10	
Tailored mailings to MBE/WBE/SBE firms notifying them of contracting opportunities at least two (2) weeks before bids or proposals are due;	10	
Efforts made to select portions of the work proposed to be performed by MBE/WBE/SBE firms in order to increase the likelihood of achieving the stated goal(s);	10	
Efforts to negotiate with MBE/WBE/SBE firms for specific sub-bids, including at a minimum: The names, addresses, and telephone numbers of MBE/WBE/SBE firms that were contacted; A description of the information provided to MBE/WBE/SBE firms regarding the plans and specifications for portions of the work to be performed and/or; A statement of why additional agreements with MBE/WBE/SBE firms were not reached.	15	
If the respondent rejected any MBE/WBE/SBE firm(s) as unqualified, they must submit the reason(s) for this conclusion.	10	
The respondent must also document technical assistance provided to the MBE/WBE/SBE firms in obtaining bonding or insurance required by the County.	15	
Providing interested MBE/WBE/SBEs with prompt access to the plans, specifications, scope of work, and requirements of the contract.	10	
Follow up to initial solicitations and copy of call logs.	10	
Has a joint venture agreement or partnership for the contract with an MBE/WBE/SBE firm where the commercially useful function participation by the MBE/WBE must be 30% or greater.	15	
Has a mentor-protégé agreement with an MBE/WBE/SBE firm for the contract.	10	
TOTAL		

Document the nature of Good Faith Efforts made to achieve participation with MBEs, WBEs, and SBEs, and attach copies of any documentation of those efforts, including copies of emails, written communications, advertisements, call logs, and outcomes of in-person/telephone negotiations.

Pre-bid and Pre-solicitation Meeting Attendance

List date, time, and location of pre-bid/pre-solicitation meetings attended for this solicitation. (EIED to verify attendance using sign-in sheets.)

Meeting Date	Meeting Time	Meeting Location

Advertisements

Provide the following information for each advertisement.

Newspaper/Publication Name	Date(s) on which ad was published

Attach copies of published advertisements.

Communication Efforts to MBE/WBE/SBEs

How many MBEs did you contact?

How many WBEs did you contact?

How Many SBEs did you contact?

Provide the following information for each contact made:

Name and Contact of MBE/WBE/SBE	Certification Type (MBE/WBE/SBE) *list all that apply	Scope of Work / Line of Work	Dates of Contact	Contact Method	Contract Plans / Requirements	Negotiation	Selected	Reasons for Outcome
Name: Phone: Email: Address:			Initial: Follow-up:		<input type="checkbox"/> Requested <input type="checkbox"/> Sent	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Name: Phone: Email: Address:			Initial: Follow-up:		<input type="checkbox"/> Requested <input type="checkbox"/> Sent	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Name: Phone: Email: Address:			Initial: Follow-up:		<input type="checkbox"/> Requested <input type="checkbox"/> Sent	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Name: Phone: Email: Address:			Initial: Follow-up:		<input type="checkbox"/> Requested <input type="checkbox"/> Sent	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Name: Phone: Email: Address:			Initial: Follow-up:		<input type="checkbox"/> Requested <input type="checkbox"/> Sent	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Attach additional pages using the same format as necessary. Attach copies of all correspondence.

Assistance to MBE/WBE/SBEs (including bonding, insurance, financial equipment, or other resources)

Provide information below regarding any assistance provided to MBE/WBE/SBEs in obtaining bonding and insurance required for the solicitation.

Name and Contact of MBE/WBE/SBE	Certification Type (MBE/WBE/SBE) *list all that apply	Type of Assistance Provided
Name: Phone: Email: Address:		
Name: Phone: Email: Address:		
Name: Phone: Email: Address:		

Attach additional pages using the same format as necessary.

Segmenting Scope(s) of Work for MBE/WBE/SBE Participation

Describe efforts made to segment scope(s) of work to enable MBE/WBE/SBE participation.

Joint Venture Agreements with MBE/WBE/SBEs

List MBE/WBE/SBEs involved in the joint venture agreement.

Name and Contact of MBE/WBE/SBE	Certification Type (MBE/WBE/SBE) *list all that apply	Scope of Work	% of Total Bid
Name: Phone: Email: Address:			
Name: Phone: Email: Address:			
Name: Phone: Email: Address:			

Attach agreement documents for the joint venture agreement.

Mentor-Protégé Agreements with MBE/WBE/SBEs

List any mentor-protégé agreements with MBE/WBE/SBEs and provide supporting documentation.

Name and Contact of MBE/WBE/SBE	Certification Type (MBE/WBE/SBE) *list all that apply	Describe nature of mentor-protégé agreement
Name: Phone: Email: Address:		
Name: Phone: Email: Address:		

By signing below, the Bidder agrees that the information included in this form is accurate and complete to the best of their knowledge:

Signature: _____

Printed Name: _____

Title/Position: _____

Date: _____

FOR EIED USE ONLY

Application for Program Waiver approved:

☐ Yes ☐ No

If no, provide reasons for rejection:

Director of EIED Signature: _____ **Date:** _____

Letter of Intent (LOI) Between Prime Contractor and Subcontractor/Supplier

(Page 1 of 3)

The following Letter of Intent (LOI) is to be used by Prime Contractors and their subcontractors/suppliers. For projects under \$1 million, signed and notarized LOIs between Bidder and all subcontractors/supplies must be included in their Goal Compliance Plan at the time of submission. For larger projects above \$1 million, bidders must submit a completed LOI for all MBE/WBE/SBE subcontractors/suppliers listed in the Goal Compliance Plan at the time of submission. The LOI for all other subcontractors can be submitted after the time of submission, but before the contract is awarded. Submit a separate form for each distinct subcontractor/supplier.

Any changes to the MBE/WBE/SBE Goal Compliance Plan, including substitution or addition of an MBE/WBE/SBE subcontractor/supplier must be submitted to the Contract Administrator and approved by Hamilton County's Director of Economic Inclusion (EIED). LOIs must be submitted prior to the start of work for changes of MBE/WBE/SBEs stated in the Goal Compliance Plan.

Letter of Intent (LOI)

Between Prime Contractor and Subcontractor/Supplier

(Page 2 of 3)

Prime Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Proposed Contract Amount: \$ _____

Project Solicitation Number: _____

Project Name: _____

Type of Agreement: _____
(Lump Sum/Unit Price/Commodity/Professional Service)

Period of Performance: _____

Name of Subcontractor/Supplier: _____

Certification Type (select all that apply): ☐ MBE ☐ WBE ☐ SBE ☐ N/A

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Proposed Contract Amount: \$ _____

Description of work to be performed under Subcontract:

By signing below, the Prime Contractor and the subcontractor/supplier agree that they intend to enter into a contract by which the Prime Contractor agrees to pay the contract amount and the subcontractor/supplier agrees to perform the work described herein.

Prime Contractor: _____

Name of Firm: _____

By: _____ Title: _____
(Signature)

Print Name: _____ Date: _____

Subcontractor/Supplier: _____

Name of Firm: _____

By: _____ Title: _____
(Signature)

Print Name: _____ Date: _____

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me on the ____ day of _____, 20____

Notary Public _____

Printed Name of Notary _____

Prime Contractor Substitution Request Form

(Page 1 of 4)

APPLICABLE POST AWARD

No changes to the *MBE/WBE/SBE Goal Compliance Plan* are permitted after submittal of the Bid and before the award of the Trade Contract. After Trade Contract award, changes to the *MBE/WBE/SBE Goal Compliance Plan* must be requested through the Contract Administrator and approved by Hamilton County's Director of Economic Inclusion (EIED).

Submission and Evaluation of Requests

Where a Bidder discovers after award of the Trade Contract that the *MBE/WBE/SBE Goal Compliance Plan* must be changed or a substitution must occur, the Bidder must request changes through the Contract Administrator and receive approval by the Director of EIED using the attached form. The form must be notarized.

The written request must state specific reasons for the proposed change or substitution. Sworn statements from the subcontractor/supplier to be substituted stating why it cannot perform on the Project may be submitted to support the request. The facts supporting the request must not have been known nor reasonably should have been known by the Bidder and/or proposed subcontractor/supplier prior to the submission of the *MBE/WBE/SBE Goal Compliance Plan*.

The following conditions constitute examples of acceptable reasons for changes:

- Unavailability of subcontractor/supplier after receipt of reasonable notice to proceed;
- Failure to perform the scope(s) of work;
- Financial incapacity;
- Failure to honor bid or proposal price within a reasonable period of time after original submittal;
- Failure of subcontractor/supplier to meet bonding, insurance, or licensing requirements specified in the solicitation;
- Withdrawal of bid or proposal by subcontractor/supplier;
- When the County determines that it is in the best interest of the Program and the County.

Where the reason is a valid mistake or disagreement on the scope(s) of work, the request must document all efforts made by the parties to reach an agreement for a reasonable price for the corrected scope(s) of work.

Good Faith Efforts on Substitutions and Additions of MBE/WBE/SBE Subcontractor/Suppliers

When a change or substitution of an MBE/WBE/SBE is requested, the Prime Contractor still must continue to make Good Faith Efforts to meet the goal as submitted in the *MBE/WBE/SBE Goal Compliance Plan*.

Prime Contractor Substitution Request Form

(Page 2 of 4)

Project Solicitation Number: _____ Date: _____

Project Name: _____

Prime Contractor: _____

Total Trade Contract Price: _____

Participation Goals Stated in Solicitation: MBE: _____ WBE: _____ SBE: _____

Actual Participation Prior to Proposed Change: MBE: _____ WBE: _____ SBE: _____

Participation After Proposed Change: MBE: _____ WBE: _____ SBE: _____

The Prime Contractor on the above Project requests approval of the following addition and/or deletion of subcontractor/suppliers as submitted in the MBE/WBE/SBE Goal Compliance Plan included in the Bid. (Submit a separate form for each proposed change.)

PROPOSED DELETION:

Name of subcontractor/supplier: _____

Certification Type (select all that apply): ☐ MBE ☐ WBE ☐ SBE ☐ N/A

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone Number: _____

Amount of Subcontract: \$ _____ Percent of Trade Contract: _____

Description of Work: _____

PROPOSED ADDITION: *Attach Good Faith Efforts documentation, if applicable. See preceding page for instructions.*

Name of subcontractor/supplier: _____

Certification Type (select all that apply): ☐ MBE ☐ WBE ☐ SBE ☐ N/A

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone Number: _____

Amount of Subcontract: \$ _____ Percent of Trade Contract: _____

Description of Work: _____

REASONS FOR REQUESTING CHANGE: Attach supporting documentation as necessary. A statement from the subcontractor/supplier to be removed stating why it cannot perform on the Project may be submitted to support the request.

AFFIDAVIT

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that this affidavit shall become a part of my Trade Contract with Hamilton County.

Name and Title (Print): _____

Signature: _____ Date: _____

State of: _____

County of: _____

On the ____ day of _____, 20____, _____ personally appeared and having been duly sworn by me, subscribed to the foregoing affidavit and has stated that the facts stated therein are true and correct.

Notary Public: _____

Printed Name of Notary: _____

FOR EIED USE ONLY:

Substitution Request Form Approved:

☐

Yes

☐

No

COMMENTS:

Director of EIED Signature: _____ **Date:** _____

Attachment C – Specifications

Section 012513

Product Substitution Procedures

ITB# 038-25

Guard Booth, Foundation & Electric

SECTION 012513

PRODUCT SUBSTITUTION PROCEDURES

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 first named in any grouping is the one used as the basis of design. Use of a second, third, or approved substitution shall not relieve Contractor of the responsibility 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 materials in such a timely manner as is needed to meet his agreed construction schedule.
 - 2. Neither Owner nor Architect has agreed to substitution of materials or methods called for in 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 structure's function as Phase III of the Central Riverfront Intermodal Parking Garage. This structure and its systems must function in combination with the prior two Phases of the facility's construction. The item is essential for compatibility or

synchronization 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 method specified by name establishes the required standard of quality.
 - 2. Materials 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 "or approved equal" occurs in Contract Documents, do not assume that materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this Work by the Owner in consultation with the Architect.

1.4 SUBSTITUTIONS

- . 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. Substitution requests submitted to _____ ner for approval must be accompanied by such supporting evidence as the Architect 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 _____ rchitect and _____ ner as described in Section 001000.2 - Instructions to Bidders Article 3.3

1.5 SUBSTITUTIONS. DELAYS

- A. Delays in construction arising by virtue of non-availability of a specified material and/or method will not be considered by the Architect as justifying an extension of Contract Time.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

The Banks – Phase 3C
Guard Booth,
Foundation & Electric
June 6, 2025 (Bid Set)
THP No. 98090.41

equipment is served from, and any other reference data pertinent to the operation. Names and numbers shall coincide with those listed on the drawings. Sample: Panel 3A; 277/480 V, 3 phase, 4 wire, served from unit substation USI.

PART 3 - EXECUTION

3.1 Nameplates shall be secured with screws, one on each end.

END OF SECTION

Attachment D – Design Sheets

Drawings Separate Attachment

ITB# 038-25

Guard Booth, Foundation & Electric

Attachment E – Section 133440

Preassembled Guard Booth

.

ITB# 038-25

Guard Booth, Foundation & Electric

SECTION 133440

PREASSEMBLED GUARD BOOTH

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Prefabricated, factory-assembled guard booth.

1.2 RELATED DOCUMENTS

- A. Drawings A101 & A102 (General Notes, Site Plan, Booth Details, etc).
- B. Electrical Drawings E001, E002 & E101 (Legend/Index, Single Line, Site Plan, etc).
- C. Electrical (Div. 26) Specifications.

1.3 REFERENCES

- A. 2024 Ohio Building Code (OBC) – (based on 2021 IBC).
- B. Cincinnati Building Code (CBC) – local regulations, laws, and ordinances that supplement the Ohio Building Code (OBC).
- C. National Electric Code, NEC.
- D. Americans with Disabilities Act, ADA.

1.4 SUBMITTALS

- A. Submit under provisions of General Conditions of the Contract.
- B. Submit manufacturer's product data and installation instructions.
- C. Submit shop drawings of booth detailing dimensions, materials, power requirements, anchorages, fixtures, finishes, rigging attachments and booth weight. Shop drawings shall include floor plan, elevations, and sections.
- D. Submit glazing samples.
- E. Submit paint color chart and any requested color samples.

1.5 QUALITY ASSURANCE

- A. Booth to be designed, fabricated, and installed in conformance with applicable laws, ordinances, the Ohio Building Code (including Section 113 "Industrialized Units" which references Ohio Administrative Code 4101:10), Cincinnati Building Code, National Electric Code, and Americans with Disabilities Act.

B. Manufacturer:

- a. Manufacturer shall have a minimum of 10 years of documented experience in the design and fabrication of prefabricated booth structures.
- b. Factory-installed electrical devices within the prefabricated booth shall be UL listed. Factory-installed wiring systems shall bear UL classification insignia certifying compliance with the NEC, 2023 edition.

1.6 WARRANTY

- A. Provide one (1) year warranty from date of Substantial Completion. Warranty to include all materials, products, workmanship, and installation.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Comply with manufacturer's instructions and recommendations.
- B. Booth to be shipped completely assembled.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Par-Kut International, Inc. (Harrison Township, MI).
- B. Porta-King Building Systems (Earth City, MO).
- C. B.I.G. Enterprise, Inc. (South El Monte, CA).

2.2 MANUFACTURED UNITS

- A. Factory-assembled and pre-wired guard booth, 8'-0" wide by 8'-0" long with minimum headroom of 7'-6". Window and door layout per drawings.
- B. Booth shall meet the requirements of the Ohio Building Code and the Americans with Disability Act Accessibility Guidelines (ADA) for interior clearances, access and maneuverability, and workstation dimensions.

2.3 COMPONENTS

- A. Structure: Welded galvanized steel, 14 gage steel exterior panels, 16 gage interior panels, 2" x 2" x 1/8" (min.) structural tubes ASTM A500 Grade B at corners and uprights. All structural components to be welded at all intersections to create a unitized framework; no rivets, bolts, or other fasteners shall be used in joining structural components. Include (4) 2" x 2" x 1/4" (min.) galvanized anchor bolt clips, for 3/4" stainless steel anchor bolts. [Note: The booth structure is not required to be bullet-

- resistant (only the glazing is required to be bullet-resistant).]
- B. Base and Floor: Galvanized steel tube base with 12 gage, galvanized 4-way diamond plate steel floor (or 0.10" thick aluminum diamond plate). Floor to be insulated.
 - C. Swing Door: Painted, 3'-0" wide, 6'-8" high, 1 3/4" thick, 18-gauge galvanized steel swing door with 2' x 2' window with tinted, UL-572 Level 3 bullet-resistant glazing. Hardware to include spring closer, weather-stripping, (3) 4 1/2" ball bearing butt hinges, and commercial-quality ADA-compliant lever lock-set. Provide lock cylinders that are coordinated with the Owner's keying requirements.
 - D. Windows: Provide fixed windows. Sills to be 2'-8" above interior floor surface.
 - E. Glazing: Provide tinted, UL-572 Level 3 bullet-resistant glazing, in painted galvanized exterior window frames with interior anodized aluminum glazing stops. Tint to be selected by the Architect.
 - F. Insulation: 2" rigid fiberglass board or equal for a minimum R value = 10 for wall assembly, R = 17 for roof assembly, and R = 4 for floor assembly.
 - G. Lighting: LED light fixture(s) with acrylic lens and wall-mounted on/off switch located adjacent to circuit breaker panel. Fixture size and quantity as required for booth size.
 - H. HVAC: Manufacturer's standard roof-top heat/cool combination room air conditioner to maintain an interior temperature range between 60° to 85° Fahrenheit. Provide wall-mounted thermostat and controls. Heater may be separate wall-mounted heater.
 - I. Electric Service: Provide three-wire, 120/240V, single phase, 100-amp capacity load center with ground. Factory-installed wiring required for light fixture(s), two (2) duplex outlets, heater and air conditioner, and 100-amp main breaker, 12-space circuit breaker panel. Wiring shall be No. 12 (min.) copper enclosed in EMT including green ground wire. Wiring to meet or exceed minimum provisions of National Electric Code. All fittings, wiring devices and fixtures shall be UL listed and bear UL label.
 - a. Service to have capacity for (1) countertop microwave (provided by others) - to be plugged into below-counter outlet.
 - b. Service to have capacity for (1) undercounter refrigerator (provided by others) – to be plugged into below-counter outlet.
 - J. Provide one (1) each phone and data jack with conduit and wiring.
 - K. Counter: 14 gage brushed stainless steel, 28" deep x inside width of booth x 30" high. Provide (2) 2" diameter holes in counter for cable management.
 - L. Roof: 14 gage galvanized steel, with continuously welded seams, insulated and weatherproofed.
 - M. Fascia panel: 12" high, painted galvanized steel, with 3" overhang.

2.3 FINISH

- A. Exterior surfaces of steel walls and corners shall be full flush, smooth, and unbroken by visible seams or caulk joints. Interior wall surfaces shall be flush, smooth welded construction with no exposed fasteners.
- B. Interior and exterior surfaces shall be painted with rust-inhibitive, zinc-rich epoxy primer and two-part polyurethane finish coat. Provide exterior paint in custom color selected by the Architect/Owner.

2.4 DESIGN LOADS

- A. Floor load = 50 psf.
- B. Wind and roof load per the Ohio Building Code.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine conditions where booth is to be installed.
- B. Coordinate foundation slab dimensions and electrical service stub-up location with site contractor.
- C. Notify Owner of any conditions detrimental to the proper and timely installation of the booth.

3.2 INSTALLATION

- A. Install booth per manufacturer's instructions and shop drawings.
- B. Install booth plumb and level.

3.3 ADJUSTING AND CLEANING

- A. After installation, remove all shipping materials and temporary protection.
- B. Touch-up any damaged painted surfaces with manufacturer's touch-up paint.
- C. Adjust doors, sliding windows, and hardware to operate smoothly and without binding. Lubricate hardware and other moving parts as required by the manufacturer.
- D. Coordinate keying with Owner.
- E. Clean all surfaces.

END OF SECTION

Attachment F – Division 26 – Electrical Index

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ITB# 038-25

Guard Booth, Foundation & Electric

The Banks – Phase 3C
Guard Booth,
Foundation & Electric
June 6, 2025 (Bid Set)
THP No. 98090.41

DIVISION 26 - ELECTRICAL INDEX

Guard Booth

Architect			HEAPY
THP	Dayton, Ohio	Project No.	MEP Engineer 2024-07129

Section	INDEX
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COMMON WORK RESULTS FOR ELECTRICAL

- | | | |
|------------|---|--|
| 26 05 01 | - | BASIC ELECTRICAL REQUIREMENTS |
| 26 05 04 | - | BASIC ELECTRICAL MATERIALS AND METHODS |
| 26 05 09 | - | EXCAVATION, BACKFILL AND SURFACE RESTORATION |
| 26 05 19 A | - | LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS - COPPER |
| 26 05 26 | - | GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS |
| 26 05 33 | - | RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS |
| 26 05 43 | - | HANDHOLES, UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS |
| 26 05 53 | - | IDENTIFICATION FOR ELECTRICAL SYSTEMS |

SEPTEMBER, 2024

BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 Special Note

- . All provisions of the Bidding Requirements, General Conditions and Supplementary Conditions, including Division 00 and Division 01, apply to work specified in this Division.
- B. The scope of the Division 26 work includes furnishing, installing, testing and warranty of all Division 26, work and complete systems as shown on the Division 26, drawings and as specified in Division 26, and elsewhere in the project documents.
- C. The project drawings and specifications define scope of work for the various divisions. Such assignments of work are not intended to restrict the architect and owner in assignment of work among the contractors to accommodate trade agreements and practices or the normal conduct of the construction work. If there is a conflict of assigned work between Divisions 02 thru 33 and Divisions 00 and 01, Divisions 00 and 01 shall take precedence.

1.2 Permits and Regulations

- A. Include payment of all permit and inspection fees applicable to the work in this Division. Furnish for the Owner certificates of approval from the governing inspection agencies, as a condition for final payment.
- B. Work must conform to the National Electrical Code, National Electrical Safety Code and other applicable local, state and federal laws, ordinances and regulations. Where drawings or specifications exceed code requirements, the drawings and specifications shall govern. Install no work contrary to minimum legal standards.
- C. All electrical work shall be inspected and approved by the local jurisdictional authority.

1.3 Inspection of Site

- A. Inspect the project site. Conditions shall be compared with information shown on the drawings. Report immediately to the Architect / Owner any significant discrepancies which may be discovered. After the contract is signed, no allowance will be made for failure to have made a thorough inspection.

1.4 Drawings and Specifications

- A. The drawings indicate the general arrangement of the work and are to be followed insofar as possible. The word "provide", as used, shall mean "furnish and install". If significant deviations from the layout are necessitated by field conditions, detailed layouts of the proposed departures shall be submitted to the Architect / Owner for approval before proceeding with the work.

- B. Make all necessary field measurements to ensure correct fitting. Coordinate work with all other trades in such a manner as to cause a minimum of conflict or delay.
- C. The drawings and specifications shall be carefully studied during the course of bidding and construction. Any errors, omissions or discrepancies encountered shall be referred immediately to the Architect / _____ ner for interpretation or correction, so that misunderstandings at a later date may be avoided. The contract drawings are not intended to show every vertical or horizontal offset which may be necessary to complete the systems. Having bus duct, wireways and fittings fabricated and delivered in advance of making actual measurements shall not be sufficient cause to avoid making offsets and minor changes as may be necessary to install bus duct, wireways, fittings and equipment.
- . The Architect / _____ ner shall reserve the right to make minor adjustment in locations of system runs and components where they consider such adjustments desirable in the interest of protecting and concealing work or presenting a better appearance where exposed. Any such changes shall be anticipated and requested sufficiently in advance as to not cause extra work, or unduly delay the work. Coordinate work in advance with all other trades and report immediately any difficulties which can be anticipated.
- E. Where any system runs and components are so placed as to cause or contribute to a conflict, it shall be readjusted at the expense of the contractor causing such conflict. The Architect's / _____ ner's decision shall be final in regard to the arrangement of conduit, etc., where conflict arises.
- F. Provide offsets in system runs, additional fittings, necessary conduit, pull boxes, conductors, switches and devices required to complete the installation, or for the proper operation of the system. Exercise due and particular caution to determine that all parts of the work are made quickly and easily accessible.
- G. Should overlap of work among the trades become evident, this shall be called to the attention of the Architect / _____ ner. In such event, none of the trades or their suppliers shall assume that they are relieved of the work which is specified under their branch until instructions in writing are received from the Architect / _____ ner.

1.5 Inspection

- A. All work shall be subject to inspection of Federal, State and local agencies as may be appropriate, and of the Architect and Engineer.
- B. Obtain final inspection certificates and turn over to the Owner.

1.6 Record Drawings

- A. Maintain a separate set of field prints of the contract documents and hand mark all changes or variations, in a manner to be clearly discernible, which are made during construction. Upon completion of the work and within 90 days of system acceptance, these hand marked drawings shall be turned over to the Architect / Construction

Manager. This shall apply particularly to underground and concealed work, and to other systems where the installation varies to a degree which would justify recording the change.

1.7 Final Inspection and Punch List

- . As the time of work completion approaches, survey and inspect Division 26 work and develop a punch list to confirm that it is complete and finished. Then notify the Architect / Engineer and request that a final inspection be made. It shall not be considered the Architect's or Engineer's obligation to perform a final inspection until the Contractor has inspected the work and so states at the time of the request for the final inspection.
- B. Requests to the Architect, Engineer for final inspection may be accompanied by a limited list of known deficiencies in completion, with appropriate explanation and schedule for completing these; this is in the interest of expediting acceptance for beneficial occupancy.
- C. The Architect and/or Engineer will inspect the work and prepare a punch list of items requiring correction, completion or verification. Corrective action shall be taken by the Contractor to the satisfaction of Architect and Engineer within 30 days of receipt of the Architect/Engineer's punch list.

1.8 Warranty

- A. Warrant all workmanship, equipment and material entering into this contract for a period of one (1) year from date of final acceptance or date of beneficial use, as agreed to between Contractor and Architect. Any materials or equipment proving to be defective during the warranty period shall be made good without expense to the Owner. Use of equipment for temporary electric is not the start of the warranty period.
- B. This provision is intended specifically to cover deficiencies in contract completion or performance which are not immediately discovered after systems are placed in operation. These items include, but are not limited to, motor controller malfunction, heater element changes required for motor controller, fuse replacement where fuses blow due to abnormal shorts, adjustments and/or replacement of malfunctioning equipment and adjusting special equipment and communication systems to obtain optimum performance.
- C. This provision shall not be construed to include maintenance items such as making normally anticipated adjustments or correcting adjustment errors on the part of the Owner's personnel.
- D. Provisions of this warranty shall be considered supplementary to warranty provisions under Division 01 General Conditions.

PART 2 - PRODUCTS

2.1 Materials and Equipment

- A. Materials and equipment furnished shall be in strict accordance with the specifications and drawings and shall be new and of best grade and quality. When two or more articles of the same material or equipment are required, they shall be of the same manufacturer.
- B. All electrical equipment and wiring shall bear the Underwriters Laboratories, Inc. label where UL labeled items are available, and shall comply with NEC (NFPA-70) and NFPA requirements.

2.2 Reference Standards

- A. Where standards (NFPA, NEC, ASTM, UL, etc.) are referenced in the specifications or on the drawings, the latest edition is to be used except, however, where the Authority Having Jurisdiction has not yet adopted the latest edition, the edition so recognized shall be used.

2.3 Equipment Selection

- A. The selection of materials and equipment to be furnished shall be governed by the following:
 - 1. Where trade names, brands, or manufacturers of equipment or materials are listed in the specification, the exact equipment listed shall be furnished. Where more than one name is used, the Contractor shall have the option of selecting between any one of the several specified. All products shall be first quality line of manufacturers listed.
 - 2. Where the words "or approved equal" appear after a manufacturer's name, specific approval must be obtained from the Engineer during the bidding period in sufficient time to be included in an addendum. The same shall apply for equipment and materials not named in the specifications, where approval is sought.
 - 3. Where the words "equal to" appear, followed by a manufacturer's name and sometimes a model or series designation, such designation is intended to establish quality level and standard features. Equal equipment by other manufacturers will be acceptable, subject to the Engineer's approval.
- B. Substitute equipment of equal quality and capacity will only be considered when the listing of such is included as a separate item of the bid. State the deduction or addition in cost to that of the specified product.
- C. Before bidding equipment, and again in the preparation of shop drawings, verify that adequate space is available for entry and installation of the item of equipment, including associated accessories. Also verify that adequate space is available for servicing of the equipment and that required NEC clearances are met.
- D. If extensive changes in conduit, equipment layout or electrical wiring and equipment are brought about by the use of equipment which is not compatible with the layout

shown on the drawings, necessary changes shall be deemed to be included in this contract.

2.4 Shop Drawings

- A. Electronic copies of shop drawings and descriptive information of equipment and materials shall be furnished. Submit to the Architect and/or Engineer for review as stated in the General Conditions and Supplementary Conditions. These shall be submitted as soon as practicable and before equipment is installed and before special equipment is manufactured. Submittal information shall clearly identify the manufacturer, specific model number, approval labels, performance data, electrical characteristics, features, specified options and additional information sufficient to evidence compliance with the contract documents. Product catalogs, brochures, etc. submitted without project specific items marked as being submitted for review will be rejected and returned without review. Shop drawings for equipment, fixtures, devices and materials shall be labeled and identified same as on the Contract Documents. If compliance with the above criteria is not provided shop drawings will be subject to rejection and returned without review. Samples shall be submitted when requested or as specified here with-in.
- B. The review of shop drawings by the Architect or Engineer shall not relieve the Contractor from responsibility for errors in the shop drawings. Deviations from specifications and drawing requirements shall be called to the Engineer's attention in a separate clearly stated notification at the time of submittal for the Engineer's review.
- C. Shop drawings of the following equipment and materials shall be submitted:
 - 1. Wireway.
 - 2. Cabling.
 - 3. Breakers.
 - 4. Manholes and pull boxes.

3.1 Testing

- A. As each wiring system is completed, it shall be tested for continuity and freedom from grounds.
- B. As each electrically operated system is energized, it shall be tested for function.
- C. On all electric services including change-outs, backfeeds, etc. the Contractor shall verify phase rotation and voltage readings to ensure the final installation is proper. Submit to the Engineer in writing a record of voltage readings and current readings taken at no-load and fully loaded conditions.
- D. The Contractor shall perform megger and resistance tests and special tests on any circuits or equipment when an authorized inspection agency suspects the system's integrity or when requested by the Architect or Engineer.

- E. All signaling and communications systems shall be inspected and tested by a qualified representative of the manufacturer or equipment vendor. Submit four (4) copies of reports indicating results.
- F. Tests shall be witnessed by field representatives of the Architect or Engineer or shall be monitored by a recorder. Furnish a written record of each system test indicating date, system, test conditions, duration and results of tests. Copies of all test reports shall be included in the O&M manuals.
- G. Instruments required for tests shall be furnished by the Contractor.

3.2 Equipment Cleaning

- A. Before placing each system in operation, the equipment shall be thoroughly cleaned; cleaning shall be performed in accordance with equipment manufacturer's recommendations.
- B. Refer to appropriate Sections for cleaning of other equipment and systems for normal operation.

3.3 Operation and Adjustment of Equipment

- A. As each system is put into operation, all items of equipment included therein shall be adjusted to proper working order. This shall include balancing and adjusting voltages and currents; verifying phase rotation; setting breakers, ground fault and other relays, controllers, meters and timers; and adjusting all operating equipment.
- B. Caution: Verify that all bearings of equipment furnished are lubricated, all motors are operating in the right direction, and correct drive settings and overload heater elements are provided on all motors. Do not depend wholly on the other trades judgment in these matters. Follow specific instructions in regard to lubrication of equipment furnished under this Contract.

3.4 Operating Demonstration and Instructions

- A. Set the various systems into operation and demonstrate to the Owner and Architect / Manager that the systems function properly and that the requirements of the Contract are fulfilled.
- B. Provide the Owner's representatives with detailed explanations of operation and maintenance of equipment and systems. A thorough review of the operating and maintenance manuals shall be included in these instructional meetings.
- C. A minimum of 2 hours shall be allowed for instructions to personnel selected by the Owner. Instructions shall include not less than the following:
 - 1. Show location of items of equipment and their purpose.
 - 2. Review binder containing instructions and equipment and systems data.
 - 3. Coordinate written and verbal instructions so that each is understood by personnel.

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4. Separate instructions shall be given by manufacturer's representatives for the various special and communications systems.
- D. A minimum of 48 hours continuous trouble-free operating time shall be acceptable to prove that the systems function properly.

END OF SECTION

26 05 04

BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 Temporary Electric Services

- A. The use of the permanent electrical system for temporary services during the latter stages of construction shall be allowed. Expedite completion of system as practicable to this end. Maintain the system during this period.
- B. Warranty periods on equipment, materials and systems shall commence upon Owner acceptance of the Guard building and its systems. Temporary use shall not jeopardize or alter warranty requirements.
- C. The complete temporary service shall comply with Power Company, OSHA, and all Code requirements.

1.2 Continuity of Service

- . Work shall be so planned and executed as to provide reasonable continuous service of existing systems throughout the construction period. Where necessary to disrupt services for short periods of time for connection, alteration or switch over, the Owner and ner shall be notified in advance and outages scheduled at the Owner's reasonable convenience.
- B. Submit, on request, a written step-by-step sequence of operations proposed to accomplish the work. The outline must include tentative dates, times of day for disruption, downtime and restoration of services. Submit the outline sufficiently in advance of the proposed work to allow the Architect or Engineer and ner to review the information with the Owner. Upon approval, final planning and the work shall be done in close coordination with the Owner.
- C. Shutdown of systems and work undertaken during shutdown shall be bid as being done outside of normal working hours.

PART 2 - EXECUTION

3.1 Workmanship

- A. Materials and equipment shall be installed and supported in a first-class and workmanlike manner by mechanics skilled in their particular trades. Workmanship shall be first-class in all respects, and the Architect and Engineer shall have the right to stop the work if highest quality workmanship is not maintained.
- B. Electrical work shall be performed by a licensed Contractor in accordance with requirements of the jurisdiction.

3.2 Protection

- A. The Contractor shall be entirely responsible for all material and equipment furnished in connection with their work. Special care shall be taken to properly protect all parts thereof from theft, damage or deterioration during the entire construction period in such a manner as may be necessary, or as directed by the Architect, or owner.

3.3 Painting

- A. In addition to any painting specified for various individual items of equipment, the following painting shall be included in Division 26:
 - 1. Ferrous metal which is not factory or shop painted or galvanized and which remains exposed to view in the finished areas of the building shall be given a prime coat of paint and two finish coats of paint.
 - 2. Ferrous metal installed outside the building which is not factory or shop painted or galvanized shall be given a prime coat of paint and two finish coats of paint.
 - 3. Equipment and materials which have been factory or shop coated (prime or finished painted or galvanized), on which the finish has been damaged or has deteriorated, shall be cleaned and refinished equal to its original condition. The entire surface shall be repainted if a uniform appearance cannot be accomplished by touch up.
 - 4. Apply Z.R.C. Galviline cold galvanizing compound, or approved equal, for touch-up and repair of previously galvanized surfaces.
 - 5. Each backboard shall be painted with a minimum of two coats of flame retardant paint, all sides; gray enamel primer with gray matte enamel finish.
- B. Paint, surface preparation and application shall conform to applicable portions of the Painting section of Division 09 of the Specifications. All rust must be removed before application of paint.

END OF SECTION

26 05 09

EXCAVATION, BACKFILL AND SURFACE RESTORATION

PART 1 - GENERAL

- 1.1 Excavate for all in-grade exterior ducts, conductors, conduit, and incidental work which are included in the Electrical contract. Backfill to finish grade or to levels consistent with the General Contractor's and the Site Contractor's activities. Cut existing street, drive and parking lot paving, walks, curbs and other permanent hard surfaces which are to be encountered. Repair or restore exterior surfaces to original condition where such are not affected by Division 31 – Earthwork or Division 32 Exterior Improvements. All work shall comply with requirements set forth in Division 31 and 32.
- 1.2 Excavation and trench wall supporting, cribbing, sloping and stepping of excavations required for safety shall be done in accordance with OSHA and local requirements. Pumping of water from excavations and trenches which may be required during construction shall be included in the contract.
- 1.3 Contact the Ohio Utilities Protection Service 8-1-1 or (1 800 362 2764) sufficiently in advance of the start of any excavation so that notification can be made to member utility departments and utility companies (water, sewer, gas, petroleum, electric, telephone, cable, etc.) having underground utilities in or near the project area. Also contact those companies to verify that utility lines have been located and duly marked and identified.
- 1.4 Existing utilities encountered during excavation work shall be protected in a manner acceptable to the utility owner. Any utilities that are damaged shall be repaired or replaced by this Contractor to the full satisfaction of the utility owner.

PART 2 - PRODUCTS

- 2.1 Refer to Division 31, Earthwork for bedding and backfill materials specifications.

PART 3 - EXECUTION

- 3.1 Exterior trenches shall be over excavated and the duct, conductor or conduit shall be laid on 4 inches minimum depth sand bed. Where ductbank is concrete encased, excavate to required depth, if fill or backfill needed under ductbank use washed pea gravel or crushed limestone and compact.
- 3.2 Backfilling of excavations outside under paved or other hard surfaced areas, shall be with graded pea gravel, graded coarse sand or crushed limestone 0.75 inch maximum size, to prevent undue settlement. Backfill material for non-metallic conduit shall be pea gravel or sand. Other excavations and trenches shall be backfilled with similar materials or with excavated material up to 18 inches above the top of the conduit. The remainder shall be with similar materials or with excavated material having no large clots, stones or rocks.
- 3.3 Backfill shall be mechanically compacted in layers not over 6 inches deep. Water settling will not be permitted. Where excavations have not been properly filled or where settlement occurs, they shall be refilled, compacted, smoothed off, and finally made to

conform to the initial requirements. Excess excavated materials shall be removed from the site or disposed of as directed by the General Contractor. Refer to Division 31 Earthwork for compaction requirements.

- 3.4 Excavation, backfill, surface repair and traffic control within the public right-of-way shall be in accordance with governing agency rules and regulations. Any fee for activity in the roadway shall be included in this contract so that no additional cost will accrue to the Owner.
- 3.5 Maintain in place adequate barricades, guards, planking, plating, signage, warning lights, etc., at and around excavations.
- 3.6 All exterior underground conduit, concrete encased ducts, and direct buried conductors shall be protected against future excavation damage by placing a plastic tape warning marker in each trench during backfill. Tape shall be 6 inches wide with black letters identifying the type of service. Tape shall be equal to that manufactured by Seton. Install tape full length of the trench approximately 18 inches above and on the centerline of the conduit, duct or conductor.

END OF SECTION

26 05 19 A

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS

PART 1 - GENERAL

- 1.1 This section pertains to the use of copper conductors, 600V insulation class.

PART 2 - PRODUCTS

- 2.1 All conductors shall be copper: conductors shall be insulated for 600 volts.
- 2.2 Insulation types referenced are those of NEC. All conductors shall be UL labeled and shall be marked for size and type at regular intervals on its length. Conductors #8 and larger shall be stranded; #10 and smaller may be stranded provided approved terminations are used.
- 2.3 Types of conductor insulation for general use may be any of the following, subject to limitations listed, in addition to those in the NEC:
- A. Type THHN - restrictions - do not use for conductors in slab. Do not use in wet locations.
 - B. Type THWN - no restrictions.
 - C. Type XHHW - no restrictions.
- 2.4 Use Type THHN or XHHW, (90 degrees C. rated) types for connecting luminaires and for running thru fixture housings.
- 2.5 Use conductors such as type FEP with high temperature insulation as identified in the NEC for connections to resistance heating elements or in other areas subject to temperature exceeding the rating of THWN, XHHW or THHN.
- 2.6 Color Coding – The use of colored commercial building wire is encouraged.
- A. On 208/120 volt, three phase and 240/120 volt, single phase grounded systems, wires colored black, red and blue shall be used for phase conductors. Neutral wires on these systems shall be white. If conductors No. 4 AWG or larger are not available in white or white stripes, the neutral may be a black wire identified with white tape, minimum size 0.50 inch wrapped twice around at the following points:
 - 1. At each terminal.
 - 2. At each conduit entrance.
 - 3. At intervals not more than 12 inches apart in all accessible enclosures.
 - B. On 480/277 volt, three phase system, wires colored brown, orange and yellow shall be used for phase conductors. Neutral wires on these systems shall be gray or other NEC acceptable means for distinguishing each system grounded conductor from another. If conductors No. 4 AWG or larger are not available in the proper colors,

black wire may be used with 0.50 inch tape bands of the proper color at the following points:

1. At each terminal.
 2. At each conduit entrance.
 3. At intervals not more than 12 inches apart in all accessible enclosures.
- C. Equipment grounding conductors shall be green, or for 4 AWG and larger may be completely taped green, at all accessible points.
- D. All control circuits shall be red with individual wire identification on each conductor.
- E. Where existing wiring systems (remodel work or building additions) have different color coding, consult the Engineer concerning matching existing wire color coding and phasing.
- 2.7 Wire size ampacity shall equal or exceed its overload protective device. Where wire sizes shown on the drawings are greater than the apparent ampacity requirements, the size shown shall prevail to compensate for voltage drop. In no instance shall conductors be installed that are less than required by N.E.C. Minimum conductor size shall be No. 12 AWG except No. 14 AWG may be used only for control wiring or where otherwise specifically shown.
- 2.8 When necessary to use a lubricant for pulling wires, lubricant must be listed by Underwriters' Laboratories, Inc. Only cable lubricants approved for the type of jacket material or insulation shall be used, and must be of such consistency that it will dry completely when exposed to air. Lubricant must leave no obstruction or tackiness that will prevent pulling out old wires or pulling in new wires or additional wires, and, after drying, must leave a film of lubrication which will promote easy movement of the wires. The lubricant shall contain no waxes, greases, silicones, or polyalkylene glycol oils or waxes. Lubricant shall be Ideal "Yellow 190", 3M "WL" Wire Pulling Lubricant, or approved equal.
- 2.9 Splices No. 10 AWG and smaller shall be made using the following:
- A. Preinsulated spring pressure connectors as follows: ITT Holub "Freespring", with metal grip threads 3M "Scotch-Lok", Ideal "Wingnut", Thomas and Betts Type "PT", or Buchanan "B Cap". Other hard insulated wire connectors which have bakelite or ceramic insulation are prohibited. (Non-metallic thread connectors shall not be used.)
- 2.10 Splices No. 8 AWG and larger shall be made using the following:
- A. Approved crimp type connectors with special crimping tool; T&B, Burndy, Buchanan or approved equal. Joints and free ends shall be covered with tape or approved moistureproof insulating kits. Applied insulation shall exceed 150 percent of conductor insulation voltage rating.
- B. For two or more taps use Power Distribution Blocks by Square D, Gould, Taylor, IlSCO or Connectron.

- 2.11 Wiring in vertical raceways shall be supported with strain relief devices; Kellem's grips or approved equal.
- 2.12 Connections to equipment shall be made with pressure type terminals. On stranded wire, use spade type terminals or terminals approved for use with stranded wire. Connections shall contain only single conductors unless approved for multiples.
 - A. For conductors No. 10 AWG and smaller, applied crimp type terminals shall be T&B "Sta Kon" or approved equal.
 - B. For No. 8 AWG and larger conductors, applied crimp type terminals shall be Burndy, T&B or approved equal.
- 2.13 Where tape is applied over wires and connectors on 600 volt or lower voltage applications, it shall consist of a minimum of two (2) half lapped layers of Scotch "88" or Plymouth No. 4240 for both indoor and outdoor applications, except Scotch 33 Plus or Plymouth No. 4453 is acceptable for use indoors.
- 2.14 Where fireproofing of cables is noted on the drawings or required by Code, each cable shall be arc and fireproofed with one (1) half lapped layer of Scotch Brand 77 Electric Arc and Fireproofing Tape. Tape shall be secured with a 2 layer band of Scotch Brand 69 Glass Electrical Tape over the last wrap. Installation shall comply with manufacturer's recommendation.
- 2.15 Where installed underground, splices and terminations shall be listed and approved for waterproof application. Utilize kits approved for the application.

PART 3 - EXECUTION

- 3.1 Branch circuit conductor identification means shall be permanently posted at each panelboard and switchboard. This identification shall be installed on the inside of the door and shall identify conductor colors for each voltage system in the building. Provide identification at all new panelboards and existing panelboards utilized within this project.
- 3.2 Conduit systems shall be clear and clean before pulling wire. Branch circuit conductors shall be pulled without resorting to levers or heavy pulling devices.
- 3.3 Cable pulling tensions shall not exceed recommended values.
- 3.4 Group ungrounded and grounded circuit conductors for each multiwire branch circuit by cable ties in panelboards and tap boxes.
- 3.5 Each branch circuit or multiwire branch circuit shall have its own dedicated neutral. Group neutral conductors with phase conductors by wire ties in each enclosure where multiple neutrals provided.
- 3.6 Control conductors shall not be run in same raceway with branch circuit or motor circuit conductors.

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- 3.7 Unless noted otherwise on the drawings, a maximum of 8 conductors shall be installed in a branch circuit conduit. This maximum is a count of all phase and neutral conductors only, ground conductors are not counted when determining maximum fill for this purpose.
- 3.8 Wire tags shall be provided on all main and feeder conductors in all pull boxes, wireways and panelboard and switchboard wiring gutters. Tags shall identify wire or cable number and/or equipment served. Tags shall be of flame resisting adhesive material, T&B Type WSL or approved equal.
- 3.9 Perform meggar tests on all feeders and motor branch circuit conductors prior to energization of circuits. Provide documentation in standard NETA format to the Engineer for review. Do not run meggar check on solid state equipment.

END OF SECTION

26 05 26

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

- 1.1 Work includes grounding and bonding of system neutral, equipment and conduit systems to conform to requirements of NEC and as detailed on the plans and in the specifications.

PART 2 - PRODUCTS

- 2.1 Grounding rods shall be copper clad, molten-welded copper to steel; unless otherwise designated, 0.625 inch diameter x 10 ft. long.
- 2.2 Clamps and continuity devices shall be non-ferrous material, UL approved. Connections to ground rods and all underground connections shall be "Thermoweld" or "Cadweld".
- 2.3 Ground conductors shall be insulated, identified by green insulation or by painting or taping green at all accessible locations and shall be connected with approved connectors and terminators to boxes, devices, equipment, etc. and to ground bars in panels.

PART 3 - EXECUTION

- 3.1 Wiring devices shall be connected with grounding jumper from ground pole on device to grounding screw in the outlet box. Branch circuit to be connected to grounding screw in the outlet box.
- 3.2 Extend a copper ground cable from the ground bus in the existing pad mounted 208/120V distribution equipment to the Guard shack building steel, foundation footing steel (minimum 20 ft. length .50 inch or provide 20 foot #2 AWG, bare copper), driven ground rod, increase ground conductor sizes where required. All work shall comply with NEC 250.
- 3.3 Pad-Mount Transformer Grounding: The 300 KVA pad mount transformer is existing, contractor shall field verify and test the existing systems for compliance with NEC requirements.
- 3.4 The Guard shack service neutral shall be grounded. Conductors minimum size shall be sized per NEC Tables 250.66 and 250.102
- 3.5 The complete metal conduit system shall be used for the equipment grounding system. Conduit systems and associated fittings and terminations shall be made mechanically tight to provide a continuous electrical path to ground and shall be safely grounded at all equipment by bonding all metallic conduit to the equipment enclosures with locknuts cutting thru paint or enclosures. Bond all conduits entering pad-mount transformers, main breaker panel, and panelboards with a ground wire connecting the grounding type bushings to the equipment ground bar. Conductors shall be sized per NEC Tables 250.66, 250.102 and 250.122. Bond all communications conduit systems to ground.

- 3.6 Motor frames shall be bonded to the equipment grounding system by an independent green insulated copper wire, sized to match equipment grounding conductor. Motors with VFD shall be bonded with flat braided tinned copper straps in lieu of wire.
- 3.7 Cord connected appliance frames shall be grounded to the equipment grounding system thru a green wire in the cord.
- 3.8 Equipment mounted on vibration isolation hanger and supports shall be bonded so bond does not transmit vibration. Size bond to match equipment ground conductor.
- 3.9 A green grounding conductor shall be installed in each non-metallic conduit and all flexible conduits, including exterior underground conduits.
- 3.10 System neutral connections shall be insulated from metal enclosures except at the neutral of the service entrance equipment and on the neutral of a separately derived system. Connections to the panelboard enclosure shall be by means of bonding jumpers.
- 3.11 The building neutral shall be identified throughout with white conductors. Where there are neutral conductors from a separately derived system (such as 120/208 volt, 3 phase, 4 wire where the main building service is 277/480 volt, 3 phase, 4 wire) the neutrals of the two systems shall be separately identifiable per NEC Article 200.
- 3.12 Steel frame buildings and metal exterior coverings on buildings that are not effectively grounded (i.e., all metal connections bolted w/o insulating washers) shall be grounded thru a low resistance grounding system whether or not a lightning protection system is required. Ground metal exterior coverings and metal roofs with minimum #4 copper conductor at a minimum of two points. Ground rod shall be minimum of 12 inches below finished grade and 3 ft. out from building foundation. Bond the water service, street side of water meter, to the adjacent perimeter steel column with #4/0 insulated copper conductor. Sleeve all concrete foundations and masonry walls with PVC sleeve.
- 3.13 Where metal covers on pull boxes and junction boxes are used, they shall comply with the grounding and bonding requirements of NEC Article 250.
- 3.14 Connections to driven ground rods or other such electrodes shall be a minimum of three feet from the foundation wall or beyond the roof drip line, whichever is greater.
- 3.15 The electrodes (driven ground rods) of the electrical grounding system shall not be used for the electrodes for the lightning protection system, and vice versa. However, these two systems shall be bonded together at one point per NEC.
- 3.16 Grounding Systems Tests
 - A. Visual and Mechanical Inspection: Inspect ground system for compliance with plans and specifications.
 - 1. Electrical Tests
 - 2. Perform 3-point fall-of-potential test per IEEE Standard No. 81, Section 9.01 on the main grounding electrode of system.

3. Perform the 2-point method test per IEEE No. 81, Section 9.03 to determine the ground resistance between the main grounding system and all major electrical equipment frames, system neutral and/or derived neutral points.
 4. Alternate Method to 2) above: Perform ground continuity test between main ground system and equipment frame, system neutral and/or derived neutral point. This test shall be made by passing a minimum of ten amperes DC current between ground reference system and the ground point to be tested. Voltage drop shall be measured and resistance calculated by voltage drop method.
- B. Test Values: The main ground electrode system resistance to ground should be no greater than five ohms.
- C. Measure neutral-to-ground insulation resistance with neutral disconnect link temporarily removed. Report resistance level. Investigate and correct low resistance levels. Replace link before re-energizing system.
- 3.17 Provide sign at normal service “WARNING – SHOCK HAZARD EXISTS IF GROUNDING ELECTRODE CONDUCTOR OR BONDING JUMPER CONNECTION IN THIS EQUIPMENT IS REMOVED WHILE ALTERNATE SOURCES(S) IS ENERGIZED”.

END OF SECTION

26 05 33

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

- 1.1 This specification section covers common conduit systems, boxes, and sleeves. Where other methods are specified under separate sections for specific applications, the specific application requirements shall govern.

PART 2 - PRODUCTS

- 2.1 Conduit Type - Application (Use only conduit types listed)

- A. Conduit - Rigid or Intermediate Grade Galvanized Threaded.
Application - restrictions - (Not to be used in):

1. Direct buried in corrosive soils.
2. Corrosive atmospheres.

- B. Conduit - Thinwall EMT.
Application - restrictions - (Not to be used in):

1. Poured concrete.
2. Exposed to weather.
3. Underground.
4. Exposed in mechanical equipment or other equipment/process rooms below 48 inches.
5. Hazardous or corrosive atmospheres.
6. Not to be used for medium voltage (2001 volts or higher) cable.
7. Not to be used in utility tunnels.

- C. Conduit - PVC Type 40 (Schedule 40) rigid, conforming to ANSI, NEMA specifications and each length UL labeled.
Application - use limited to:

1. In or under concrete slabs on grade where permitted by electric legend on the drawings.
2. Exterior use when encased in 3 inch concrete.
3. Direct buried, underground when indicated on drawings.

- D. Conduit - Liquidtight Flexible Metal.
Application - use and limitations:

1. Connections to all motors, except in air stream or plenum.
2. Connections to controls on dynamic equipment, transformers, etc., outdoors and indoors in wet locations.
3. Use not permitted underground or where subject to physical damage.

- E. Plastic jacketed rigid steel conduit shall be ETL performance verified. Application – use in corrosive atmospheres including swimming pool areas, pool equipment rooms, chlorine storage areas, etc. and other areas as noted on the drawings.
- F. Conduit Reinforced Thermosetting Resin RTRC shall meet UL 1684 for extinguishing flame and shall not contain any compounds that release halogens.
Application use limited to:
 - 1. In or under concrete slabs on grade where permitted by electric legend on drawings.
 - 2. Exterior uses when encased in 3" concrete.
 - 3. Direct buried, underground when indicated on drawings.
 - 4. Exposed corrosive atmospheres including pool equipment rooms, chlorine storage areas, etc. and other areas as noted on drawings.
 - 5. Where subject to physical damage shall be identified for use i.e., types RTRC-X W.

2.2 Conduit sizes

- G. Conduits shall be 0.75 inch minimum size except 0.50 inch size may be used for switch legs and flexible connections to lighting fixtures.

2.3 Conduit Fittings

- A. Fittings and workmanship shall ensure electrical continuity. All conduit systems in poured concrete shall be concrete tight.
- B. Application of bushings, locknuts and insulated fittings shall comply with NEC requirements.
- C. Use conduit fittings as manufactured by Efcor, Steel City, Raco, Midwest, Appleton, ETP / O-Z / Gedney, American Fitting Corporation or T&B, equal to the following catalog numbers:
 - 1. Rigid and intermediate conduit
 - all fittings, couplings and connectors shall be threaded type.
 - grounding bushings, malleable iron; insulated; Steel City BG-801; Midwest Series GLL.
 - 2. EMT
 - fittings shall be all steel, set screw or compression type, concrete tight.
 - set-screw type couplings; Midwest Series 460; Steel City TK 121; Appleton TW 50S.
 - compression type couplings; Midwest series 660S; Steel City TK111; Appleton TWC50CS.
 - set-screw type connectors; Midwest Series 450; Steel City TC 121; Appleton TWC 50S.
 - compression type connectors; Midwest Series 650; Steel City TC111; Appleton TW50CS.
 - 3. Liquid tight conduit
 - steel or malleable iron; Midwest Series LT; Steel City LT 100; Appleton ST.

4. PVC Type 40 and Type TC-6
 - couplings and fittings socket type solvent weld, coupling and solvent by same manufacturer as conduit.
5. RTRC
 - Coupling and fittings socket type adhesive jointing. Coupling and adhesive by same manufacturer as conduit. Gasketed jointing system may be used underground where encased in conduit.

2.4 Boxes

- A. Junction boxes and pull boxes shall be code gauge galvanized steel with multiple screw fasteners and galvanized steel covers.
- B. Outlet boxes all steel construction with galvanized or plated finish or otherwise all metal, by Steel City, Appleton, Crouse Hinds, R&S or Raco.
 1. Lighting fixture outlet boxes 4 inches square or octagonal, 2.125 inches deep, with 0.375 inch fixture studs. Equal to Steel City Series 54171; Series 52171 with FE 421 stud. Fixtures weighing more than 50 lbs. shall be supported independently of the outlet box.
 2. Flush mounted device outlet boxes shall be minimum 4 inches square. Provide extension rings as required. Use Erico Caddy No. H2-3 mounting support plate where metal studs are used.
 3. Device rings in finished masonry or tile walls shall be square corner masonry type with no extended ears, to allow flush mounting of plates.
 4. Surface mounted device boxes shall be cast "FS" type or special surface mounted boxes for use with surface raceway systems.
- C. Provide water tight boxes, slip expansions and bonding jumpers where dictated by construction conditions.
- D. Terminations at boxes shall be secured by locknuts or approved bushings.

2.5 Sleeves and Openings

- A. Sleeves and formed openings shall be placed in floor slabs for the passage of conduit. Sleeves and formed openings are not required:
 1. In floor slabs on grade.

- 2.6 Escutcheon plates shall be split-ring chromium plated pressed steel. Plates shall be sized to cover the surface penetration and sleeve. Plates shall be installed on exposed piping in finished rooms and areas where conduits penetrate walls, floors.

2.7 Anchors and Fasteners

- A. Anchors and fasteners shall be of a type designed and intended for use in the base material to which the material support is to be attached and shall be capable of supporting the intended load and withstanding any associated stresses and vibrations.

- B. In general, screws shall be used in wood, masonry anchors on concrete or brick, toggle bolts in hollow walls, and machine screws, bolts or welded studs on steel.
- C. Nails shall not be used except for temporary support or for light loads in wood frame construction.
- D. In outdoor locations or other corrosive atmospheres, the anchors and fasteners shall be non-corrosive or have suitable corrosion resisting coatings.

PART 3 - EXECUTION

- 3.1 Conduit shall be run concealed in all finished areas of new construction and elsewhere unless specifically indicated or upon specific permission by the Architect. All conduit shall parallel building lines.
- 3.2 Where feeders are permitted to be run below floor slab on grade, they shall be installed in non-metallic conduit encased in 3 inch concrete using galvanized rigid steel or RTRC (equal to Champion Fiberglass) elbows with all necessary fittings and couplers. (NOTE: Where not required to be run overhead, branch circuits may be installed in 1 inch or smaller Schedule 40 PVC conduit below the vapor barrier, shall have a minimum of 6-inch fill over the conduit below the vapor barrier without concrete encasing the PVC.
- 3.3 All conduits installed below concrete slab on grade shall have a minimum of 6-inches fill over the conduits in order to prevent accidental damage to conduits should the floor be saw-cut in the future.
- 3.4 Conduits shall not be installed above the vapor barrier in concrete floors poured on grade.
- 3.5 Work shall be so planned as to:
 - A. Minimize the number of offsets and junction boxes. For feeder conduits, use all long radius conduit bends or accessibly located large junction boxes with screw covers.
 - B. Coordinate activity in advance to avoid interference with other trades.
 - C. Provide access to all junction and pull boxes.
- 3.6 Secure feeder conduit to basic structural elements with galvanized strap hangers and clamps.
- 3.7 During construction temporarily cap open ends of conduit. Caution trades to take special care of runs in concrete slabs during pouring.
- 3.8 Empty conduit installed for communications use or for future systems shall have an insulated pull wire or heavy nylon cord inserted for use in pulling wires.
- 3.9 Pull mandrel or large swab thru conduit to ensure freedom from debris before pulling wires. Use pulling lubricants sparingly.

- 3.10 Sleeves for passage of conduit shall be placed in the initial stages of construction before concrete, masonry and other general construction activity. Means shall be taken to ensure that the sleeve will not move during or after construction.
- 3.11 Where permitted by OBC Section 712 Penetrations, metallic conduits requiring no pipe sleeves in passing thru concrete floors or concrete or masonry walls and partitions, the annular space shall be closed full depth of the penetration with materials and methods compatible with the floor, wall or partition material (concrete, grout or mortar).
- 3.12 Conduits, wire and cables entering from outside the building shall be sealed water and moisture tight. Seal between conduit and sleeves, conduits and core drilled holes and around conductors inside conduits.
- 3.13 Conduit, wire and cable, where exposed to different temperatures, shall have raceway or sleeve filled with approved material to prevent circulation of warm air to cold.
- 3.14 Power actuated fasteners of any type are prohibited in occupied buildings. This includes anchors which are driven into place by any device which produces an impact force by use of a powder charge, compressed air, gas or any other propellant.
- 3.15 All conduit terminations to be equipped with locknuts and bushings. Conduits 1-1/2 inches and larger shall have insulating bushings, grounding lug and shall have locknuts inside and outside the enclosure.
- 3.16 Contractor shall record carefully on a set of "as built" prints the exact location of all feeder conduits.
- 3.17 Unless noted otherwise on the drawings, a maximum of 8 conductors shall be installed in a branch circuit conduit. This maximum is a count of all phase and neutral conductors only - ground conductors are not counted when determining maximum fill for this purpose.

END OF SECTION

26 05 43

**PULLBOXES, HANDHOLES, UNDERGROUND DUCTS AND RACEWAYS
FOR ELECTRICAL SYSTEM**

PART 1 - GENERAL

- 1.1 Work includes pullboxes, handholes and underground duct banks complete as shown, including excavation, backfill and accessories.

PART 2 - PRODUCTS

2.1 Pullboxes

- A. Pullboxes shall be constructed of reinforced concrete either 3500 lb. test poured in place or precast type, complete with cover, accessories and accommodations for duct banks as shown. Construction shall be for heavy-duty traffic service to meet Ohio Department of Transportation Specifications H 20.
- B. Precast pullboxes including moving and setting installation requirement shall be submitted for approval.
- C. Refer to the drawings for number and sizes of pullboxes required.
- D. Furnish ground rod for each pullbox and bond all exposed metal parts, including the ring for the manhole cover, to rod with minimum #8 copper conductor.
- E. The use of precast concrete manholes is encouraged. Acceptable manufacturers: Oldcastle Infrastructure, Mack Industries, Norwalk Concrete Industries, E. G. Babbert or approved equal.
- F. Cover shall have bolt down provisions and have "ELECTRIC" or "TELEPHONE" cast in top. Covers weighing less than 100 pounds shall have bolted fastening provided.
- G. Provide pulling rings on each side of pullbox.

2.2 Handholes

- A. Constructed of polymer concrete reinforced with fiberglass. Cover to be bolted with stainless steel pentahead bolts. Manufactured by Quazite, Oldcastle, or MacLean Highline.
- B. Enclosures, boxes and cover are required to conform to all test provisions of ANSI/SCTE 77 "Specifications For Underground Enclosure Integrity" for Tier 15 (unless marked otherwise on drawing) applications. When multiple Tiers are specified the boxes must physically accommodate and structurally support compatible covers while possessing the highest Tier rating. In no assembly can the cover design load exceed the design load of the box.

- C. All components in an assembly (box and cover) are manufactured using matched surface tooling. All covers are required to have a minimum coefficient of friction of 0.05 in accordance with ASTM C1028 and the corresponding Tier level embossed on the top surface.
- D. Independent third party verification or test reports stamped by a registered Professional Engineer certifying that all test provisions of this specification have been met are required with each submittal.

2.3 Duct Banks

- A. Duct material, where concrete encased, shall be concrete encasement type PVC with 3 inches envelope of 3,000 psi concrete. Fittings shall be fully compatible for the duct material, assembled with recommended sealants to form a watertight joint. All bends shall be long sweep type; use proper adapters between PVC duct and galvanized rigid steel.
- B. Ducts shall be carefully placed, aligned and tied to avoid disruption during pouring using plastic spacers.
- C. Duct runs shall pitch slightly toward manholes to provide drainage; pitch away from building entrance.
- D. Pull a mandrel or swab through each completed duct run; leave a No. 10 THW copper or equivalent, pull wire in all unused duct runs: plug ends of all unused duct runs.
- E. Use rigid galvanized steel conduit at all bends and within five (5) ft. of the building wall.
- F. Provide taper end bells at all pull in points.
- G. Mark the top of all underground duct runs with one of the following methods:
 - 1. Concentrated red dye or powder on top.
 - 2. 6 inches wide yellow plastic tape, with black letters; place approximately 18 inches above on the centerline of the duct bank.

EXECUTION

3.1 Installation

- A. Refer to Section 26 05 09 for excavation and backfill.
- B. Pullboxes, handholes and ducts shall be placed only on firm soil, carefully graded. Tamped sand or gravel shall be used to compensate for over excavation.
- C. Use saw cuts where existing paving, walks or curbs are cut. Replace all surfaces to near original condition as practicable.

- D. Coordinate duct bank, pullbox, handhole locations with underground utilities and piping.
- E. Duct runs shall be covered only after inspection and approval by the Engineer or the Architect.
- F. Where concrete encased ductbanks meet building walls and manhole walls, drill and set a minimum of four size 6 reinforcing bars into manhole wall and builder walls and extend bars parallel to conduits 5 feet beyond the area excavated for manhole. Also provide size 3 cross-ties (top and bottom) 12 inches on center. Where ductbank crosses road also place rebars to extend under roadbed and 5 feet beyond.
- G. Handhole installation over excavate hole by 6" to 8", provide minimum 6" bedding of compacted crushed stone with 6" to 12" extension beyond sides of box. Fill and compact with crushed stone around sides of box. Top of box shall be flush with finish grade.

3.2 Grounding Underground Distribution System Components

- A. Grounding handholes, pullboxes: Install a driven ground rod through floor, close to wall and set rod depth so 4 inches will extend above finished floor. If necessary, install ground rod before structure is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into handhole through a waterproof sleeve in handhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 inches above to 6 inches below concrete. Seal floor opening with waterproof, non-shrink grout.
- B. Grounding Connections to Handhole, Pullbox Components: Bond exposed-metal parts such as inserts, cable racks, pulling irons, ladders, and cable shields within each handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum stranded, hard-drawn copper bonding conductor. Train conductors level or plumb around corners and fasten to walls. Connect to cable armor and cable shields as recommended by manufacturer of splicing and termination kits.

END OF SECTION

The Banks – Phase 3C
Guard Booth,
Foundation & Electric
June 6, 2025 (Bid Set)
THP No. 98090.41

26 05 53

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 Equipment Identification

- A. Identify all the following items with laminated plates:
 - 1. All subassembly switches.
 - 2. Panelboards.
 - 3. Transformers.
- B. Nameplate panelboards and transformers shall indicate source, voltage, disconnect location, and load served.
- C. Branch circuit panelboards:
 - 1. Identify panel designation on directory card within the panel.
 - 2. Fill out branch circuit directory indicating circuit number and area served, rooms, group of rooms, lighting, convenience outlets, motors, etc. Card index shall be neatly typed. Provide electronic file for card using Excel.
 - 3. Update or replace branch circuit directory in existing panelboards in areas of alteration.
 - 4. Branch circuit phase conductor color format shall be permanently identified inside each panelboard.
- D. Wire identification:
 - 1. Identify communications and signaling system wiring and branch circuit wiring by circuit number in panels and motor control center wiring gutters by means of permanent durable wire markers wrapped around or fastened to conductors. This shall be done concurrently with pulling of conductors.
 - 2. Wiring or fiber cabling installed by Contractor for termination by Owner's vendor such as for telephone or data systems shall be identified at both ends utilizing the alpha/numerical identification schedule established by the system vendor.

PART 2 - PRODUCTS

2.1 Nameplates

- A. Nameplates shall be laminated phenolic with black surface and white core. Use 0.0625 inch thick material for plates up to 2 inches x 4 inches and 0.125 inch thick for larger sizes. The lettering shall be Condensed Gothic with space between the lines equal to the width of the letters. Use 0.25 inch minimum height letters on the small plates increasing the size proportionately to plate size.
- B. The lettering on the plate shall indicate the name of equipment, the specific unit number, voltage, phases, which panel, switchboard or motor control center the

The Banks – Phase 3C
Guard Booth,
Foundation & Electric
June 6, 2025 (Bid Set)
THP No. 98090.41

equipment is served from, and any other reference data pertinent to the operation. Names and numbers shall coincide with those listed on the drawings. Sample: Panel 3A; 277/480 V, 3 phase, 4 wire, served from unit substation USI.

PART 3 - EXECUTION

3.1 Nameplates shall be secured with screws, one on each end.

END OF SECTION

Attachment G – Prevailing Wage Rates and Cover Sheet

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ITB# 038-25

Guard Booth, Foundation & Electric

The Banks – Phase 3C
Guard Booth,
Foundation & Electric
June 6, 2025 (Bid Set)
THP No. 98090.41

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PREVAILING WAGE RATES

PART 1 GENERAL

1.1 SUMMARY

The current Ohio Prevailing Wage Rates shall apply for all contractors on this project in accordance with ORC Chapter 4115 as established by the Ohio Department of Commerce.

- A. Prevailing Wage Rate data dated June 1, 2025 is attached as Exhibit GE.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

Prevailing Wage Determination Cover Letter

County: 
Determination Date: 04/01/2025
Expiration Date: 07/01/2025

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)
wh1500

Affidavit of Compliance

Prevailing Wages

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

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

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

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further
certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages
paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

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

_____ (Notary Public)

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



PREVAILING WAGE THRESHOLD LEVELS IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

"New" construction threshold for <i>Building Construction</i>:	\$250,000
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"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for <i>Building Construction</i>:	\$75,000
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As of January 1, 2024:	
"New" construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$98,974
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$29,653

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
Phone: 614-644-2239
Fax: 614-728-8639
www.com.ohio.gov



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Ohio Department of Commerce

Bureau of Wage & Hour Administration

[Consumers](#)

[Business](#)

[License/Permit Holders & Applicants](#)

[Other Government Agencies](#)

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Classification = All, County = HAMILTON, Union = All

County	Classification	Effective	Posted	Union
HAMILTON	Asbestos Worker	7/24/2024	7/24/2024	Asbestos Local 207
HAMILTON	Asbestos Worker	3/1/2025	2/26/2025	Asbestos Local 8 Heat & Frost Insulators
HAMILTON	Boilermaker	10/1/2013	9/25/2013	Boilermaker Local 105
HAMILTON	Bricklayer	6/5/2024	6/5/2024	Bricklayer Local 23 Heavy Hwy (A)
HAMILTON	Bricklayer	6/5/2024	6/5/2024	Bricklayer Local 23 Heavy Hwy (B)
HAMILTON	Bricklayer	9/1/2023	8/30/2023	Bricklayer Local 23 Tile Finisher
HAMILTON	Bricklayer	9/1/2023	8/30/2023	Bricklayer Local 23 Tile Mechanic
HAMILTON	Bricklayer	6/1/2025	5/28/2025	Bricklayer Local 23 (Cincinnati)
HAMILTON	Carpenter	2/19/2025	2/19/2025	Carpenter Floorlayer SW District G
HAMILTON	Carpenter	10/2/2024	10/2/2024	Carpenter Millwright Local 1090 SW Zone I
HAMILTON	Carpenter	5/21/2025	5/21/2025	Carpenter & Pile Driver SW District HevHwy
HAMILTON	Carpenter	7/31/2024	7/31/2024	Carpenter & Pile Driver SW Zone 2
HAMILTON	Cement Mason	5/1/2025	4/30/2025	Cement Mason Local 132 Hev Hwy (Cincinnati)
HAMILTON	Cement	6/1/2025	5/28/2025	Cement Mason Local 132 (Cincinnati)
HAMILTON	Electrical	6/3/2024	5/29/2024	Electrical Local 212 Inside
HAMILTON	Electrical	1/1/2024	12/27/2023	Electrical Local 212 Inside Lt Commercial South West
HAMILTON	Voice Data Video	11/27/2024	11/27/2024	Electrical Local 212 Voice Data Video
HAMILTON	Lineman	1/6/2025	12/31/2024	Electrical Local 71 High Tension Pipe Type Cable
HAMILTON	Lineman	2/7/2024	2/7/2024	Electrical Local 71 Outside Cincinnati
HAMILTON	Lineman	1/6/2025	12/31/2024	Electrical Local 71 Outside Utility Power
HAMILTON	Lineman	1/6/2025	12/31/2024	Electrical Local 71 Underground Residential Distribution
HAMILTON	Voice Data Video	3/6/2024	3/6/2024	Electrical Local 71 Voice Data Video Outside
HAMILTON	Elevator	1/29/2025	1/29/2025	Elevator Local 11
HAMILTON	Glazier	11/1/2024	10/30/2024	Glazier Local 387
HAMILTON	Ironworker	6/1/2025	5/28/2025	Ironworker Local 44
HAMILTON	Laborer Group 1	5/21/2025	5/21/2025	Labor HevHwy 3
HAMILTON	Laborer	6/20/2024	6/20/2024	Labor Local 265 Building
HAMILTON	Laborer	6/20/2024	6/20/2024	Labor Local 265A Mason Tender
HAMILTON	Operating Engineer	5/1/2025	4/30/2025	Operating Engineers - Building Local 18 - Zone III
HAMILTON	Operating Engineer	5/1/2025	4/30/2025	Operating Engineers - HevHwy Zone II
HAMILTON	Painter	5/1/2024	5/1/2024	Painter Local 123 & 238 Hvy Hwy
HAMILTON	Painter	6/10/2015	6/10/2015	Painter Local 639
HAMILTON	Painter	5/28/2025	5/28/2025	Painter Local 639 Zone 2 Sign
HAMILTON	Painter	5/1/2024	5/1/2024	Painter Locals 123 & 238 Commercial & Industrial
HAMILTON	Drywall Finisher	5/1/2024	5/1/2024	Painter Locals 123 & 238
HAMILTON	Plasterer	7/1/2024	6/26/2024	Plasterer Local 132 (Cincinnati)
HAMILTON	Plumber/Pipefitter	6/1/2024	5/29/2024	Plumber Pipefitter Local 392
HAMILTON	Roofer	1/29/2025	1/29/2025	Roofer Local 42
HAMILTON	Sheet Metal Worker	10/16/2024	10/16/2024	Sheet Metal Local 24 (Cincinnati)
HAMILTON	Sprinkler Fitter	1/1/2025	12/31/2024	Sprinkler Fitter Local 669
HAMILTON	Truck Driver	5/28/2025	5/28/2025	Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 1
HAMILTON	Truck Driver	5/28/2025	5/28/2025	Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 2

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Prevailing Wage Rate

Skilled Crafts

Name of Union: Asbestos Local 207

Change # : LCR01-2024ibLoc207

Craft : Asbestos Worker Effective Date : 07/24/2024 Last Posted : 07/24/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Abatement	\$30.00		\$10.45	\$7.00	\$0.65	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00	\$51.35	\$66.35
Trainee	Percent											
Trainee	65.15	\$19.55	\$10.45	\$1.60	\$0.65	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.25	\$43.02

Special Calculation Note :

Ratio :

3 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA*, ATHENS, AUGLAIZE, BROWN, BUTLER*, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, ERIE*, FAIRFIELD, FAYETTE, FRANKLIN, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARDIN, HARRISON, HIGHLAND, HOCKING, HOLMES, HURON, KNOX, LAKE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MIAMI, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PORTAGE, PREBLE, RICHLAND, ROSS, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN*, WAYNE

Special Jurisdictional Note : Ashtabula County: (post offices & townships of Ashtabula, Austinburg, Geneva, Harperfield, Jefferson, Plymouth & Saybrook) (townships of Andover, Cherry Valley, Colbrook, Canneaut, Denmark, Dorset, East Orwell, Hartsgrove, Kingville, Lenox, Monroe, Morgan, New Lyme, North Kingsville, Orwell, Pierpoint, Richmond Rock Creek, Rome, Sheffield, Trumbull, Wayne, Williamsfield & Windsor)

Butler County: (townships of Fairfield, Hanover, Liberty, Milford, Morgan, Oxford, Ripley, Ross, St. Clair, Union & Wayne) (Lemon & Madison)

Erie County: (post offices & townships of Berlin, Berlin Heights, Birmingham, Florence, Huron, Milan,

Shinrock & Vermilion)

Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington) (Clear Creek, Franklin, Mossie, Turtle Creek & Wayne)

Details :

Asbestos & lead paint abatement including, but not limited to the removal or encapsulation of asbestos & lead paint, all work in conjunction with the preparation of the removal of same & all work in conjunction with the clean up after said removal. The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Abatement Workers.

On all mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) that are going to be demolished, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.

An Abatement Journeyman is anyone who has more than 600 hours in the Asbestos Abatement field.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Asbestos Local 8 Heat & Frost Insulators

Change # : LCN01-2025ibLoc8

Craft : Asbestos Worker Effective Date : 03/01/2025 Last Posted : 02/26/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulators	\$35.23		\$9.24	\$9.35	\$0.45	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00	\$58.27	\$75.89
Apprentice Rates for those that began BEFORE March 1, 2024												
1st Year	\$19.38		\$9.24	\$5.10	\$0.45	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00	\$38.17	\$47.86
2nd Year	\$21.14		\$9.24	\$6.65	\$0.45	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00	\$41.48	\$52.05
3rd Year	\$22.90		\$9.24	\$6.65	\$0.45	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00	\$43.24	\$54.69
4th Year	\$24.66		\$9.24	\$6.65	\$0.45	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00	\$45.00	\$57.33
Apprentice Rates for those that began AFTER March 1, 2024	Percent											
1st Year	55.00	\$19.38	\$9.24	\$5.10	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.17	\$43.85
2nd Year	60.00	\$21.14	\$9.24	\$6.65	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.48	\$48.05
3rd Year	65.00	\$22.90	\$9.24	\$6.65	\$0.45	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00	\$43.24	\$54.69
4th Year	70.00	\$24.66	\$9.24	\$6.65	\$0.45	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00	\$45.00	\$57.33

Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice
 2 Journeymen to 2 Apprentices
 3 Journeymen to 3 Apprentices
 3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, BROWN, BUTLER*, CLERMONT, HAMILTON, HIGHLAND, WARREN*

Special Jurisdictional Note : In Butler County:townships of fairfield,Hanover,Liberty,Milford,Morgan,Oxford,Ripley,Ross,St.Clair,Union & Wayne. In Warren

County: Townships of Deerfield,Hamilton,Harlan,Salem,Union & Washington

Details :

All work in connection with Asbestos Removal, Abatement, Encapsulation, Lead Abatement, Hazardous Materials and Fire Stopping which is performed by employees in the Mechanic or Apprentice Classification shall be covered under the terms of this Agreement..

Prevailing Wage Rate

Skilled Crafts

Name of Union: **Boilermaker Local 105**

Change # : **LCN02-2013fbLoc 105**

Craft : **Boilermaker** Effective Date : **10/01/2013** Last Posted : **09/25/2013**

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Boilermaker	\$35.26		\$7.07	\$13.28	\$0.89	\$0.00	\$3.00	\$0.55	\$0.00	\$0.00	\$60.05	\$77.68
Apprentice	Percent											
1st 6 months	70.03	\$24.69	\$7.07	\$11.30	\$0.89	\$0.00	\$2.10	\$0.55	\$0.00	\$0.00	\$46.60	\$58.95
2nd 6 months	75.02	\$26.45	\$7.07	\$11.30	\$0.89	\$0.00	\$2.25	\$0.55	\$0.00	\$0.00	\$48.51	\$61.74
3rd 6 months	80.00	\$28.21	\$7.07	\$11.30	\$0.89	\$0.00	\$2.40	\$0.55	\$0.00	\$0.00	\$50.42	\$64.52
4th 6 months	85.02	\$29.98	\$7.07	\$11.30	\$0.89	\$0.00	\$2.55	\$0.55	\$0.00	\$0.00	\$52.34	\$67.33
5th 6 months	87.52	\$30.86	\$7.07	\$13.28	\$0.89	\$0.00	\$2.63	\$0.55	\$0.00	\$0.00	\$55.28	\$70.71
6th 6 months	90.03	\$31.74	\$7.07	\$13.28	\$0.89	\$0.00	\$2.70	\$0.55	\$0.00	\$0.00	\$56.23	\$72.11
7th 6 months	92.50	\$32.62	\$7.07	\$13.28	\$0.89	\$0.00	\$2.78	\$0.55	\$0.00	\$0.00	\$57.19	\$73.49
8th 6 months	95.00	\$33.50	\$7.07	\$13.28	\$0.89	\$0.00	\$2.85	\$0.55	\$0.00	\$0.00	\$58.14	\$74.89

Special Calculation Note : Other is Supplemental Health and Welfare

Ratio :

5 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ATHENS, BROWN, BUTLER,
CHAMPAIGN, CLARK, CLERMONT, CLINTON,
FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,
GREENE, GUERNSEY, HAMILTON, HIGHLAND,
HOCKING, JACKSON, LAWRENCE, LICKING,
MADISON, MEIGS, MIAMI, MONTGOMERY,
MORGAN, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PIKE, PREBLE, ROSS, SCIOTO,
VINTON, WARREN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Bricklayer Local 23 Heavy Hwy (A)

Change # : LCN01-2024ibLoc23HevHwyA

Craft : Bricklayer Effective Date : 06/05/2024 Last Posted : 06/05/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Sewer Water Works A	\$33.39		\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.45	\$70.14
Apprentice	Percent											
1st year	70.00	\$23.37	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.43	\$55.12
2nd year	80.00	\$26.71	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.77	\$60.13
3rd year	90.00	\$30.05	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.11	\$65.14

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

3 Journeymen to 1 Apprentice
 6 Journeymen to 2 Apprentice
 9 Journeymen to 3 Apprentice
 12 Journeymen to 4 Apprentice
 15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.

(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Bricklayer Local 23 Heavy Hwy (B)

Change # : LCN01-2024ibLoc23HevHwyB

Craft : Bricklayer Effective Date : 06/05/2024 Last Posted : 06/05/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	\$34.39		\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.45	\$71.65
Apprentice	Percent											
1st year	70.00	\$24.07	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.13	\$56.17
2nd year	80.00	\$27.51	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.57	\$61.33
3rd year	90.00	\$30.95	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.01	\$66.49

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

3 Journeymen to 1 Apprentice
6 Journeymen to 2 Apprentice
9 Journeymen to 2 Apprentice
12 Journeymen to 4 Apprentice
15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT,

TRUMBULL, TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.

(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Bricklayer Local 23 Tile Finisher

Change # : LCN01-2023ibLoc23TF

Craft : Bricklayer Effective Date : 09/01/2023 Last Posted : 08/30/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Marble Terrazzo Finisher	\$27.87		\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$44.18	\$58.12
Terrazzo Base Grinder	\$28.37		\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$44.68	\$58.87
Marble Sander Polisher	\$27.97		\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$44.28	\$58.27
Apprentices	Percent											
1st 6 months 0-600 hrs	65.00	\$18.12	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$34.43	\$43.48
2nd 6 months 601-1200 hrs	70.00	\$19.51	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$35.82	\$45.57
3rd 6 months 1201-1800 hrs	75.00	\$20.90	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$37.21	\$47.66
4th 6 months 1801-2400 hrs	80.00	\$22.30	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$38.61	\$49.75
5th 6 months 2401-3000 hrs	85.00	\$23.69	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$40.00	\$51.84
6th 6 months 3001-3600	95.00	\$26.48	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$42.79	\$56.02
1-30 Days Prior to Entering Apprenticeship	60.00	\$16.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.72	\$25.08

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

1 Journeyman to 1 Apprentice
5 Journeymen to 1 Apprentice
10 Journeymen to 2 Apprentices
15 Journeymen to 3 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, BROWN, BUTLER, CLERMONT, GALLIA,
HAMILTON, LAWRENCE, PREBLE*, SCIOTO,
WARREN, WARREN*

20 Journeymen to 4 Apprentices
25 Journeymen to 5 Apprentices

Special Jurisdictional Note : Warren in the townships of Dixon, Gasper, Isrsel, Somers & Gratis in Prebble County

Details :

****In order to utilize a Pre-Apprentice, you must have 1 Registered Apprentice in your employ.****

Prevailing Wage Rate

Skilled Crafts

Name of Union: Bricklayer Local 23 Tile Mechanic

Change # : LCN01-2023ibLoc23TM

Craft : Bricklayer Effective Date : 09/01/2023 Last Posted : 08/30/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Terrazzo Marble Mason Mechanic	\$32.41		\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$48.75	\$64.95
Marble Layout Work	\$32.91		\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$49.25	\$65.70
Swing Scaffold Worker	\$33.91		\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$50.25	\$67.20
Apprentice after 2 years (2400 hrs) as Apprentice Finisher	Percent											
5th/6 Months 0- 600 hrs	70.00	\$22.69	\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$39.03	\$50.37
6th/6 months 601-1200 hrs	80.00	\$25.93	\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$42.27	\$55.23
7th/6 months 1201-1800 hrs.	85.00	\$27.55	\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$43.89	\$57.66
8th/6 months 1801-2400 hrs.	90.00	\$29.17	\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$45.51	\$60.09
.												

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

1 Journeyman to 1 Apprentice
5 Journeymen to 1 Apprentice
10 Journeymen to 2 Apprentices
15 Journeymen to 3 Apprentices
20 Journeymen to 4 Apprentices
25 Journeymen to 5 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, BROWN, BUTLER, CLERMONT, GALLIA,
HAMILTON, LAWRENCE, PREBLE*, SCIOTO,
WARREN

Special Jurisdictional Note : In Preble County the Townships of Dixon, Israel, Gasper, Lanier, Somers and Gratis.

Details :

In order to utilize a Pre-Apprentice, you must have 1 Registered Apprentice in your employ.

MASON FINISHER 1-90 Days	45.00	\$16.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.31	\$24.47
90-365 Days	45.00	\$16.31	\$10.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.75	\$34.91
366+ Days	50.02	\$18.13	\$10.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.57	\$37.64

Special Calculation Note : **In order to utilize a Pre-Apprentice, you must have 1 Registered Apprentice in your employ.
Mason Trainees Health and Welfare after 180 days

Ratio :

1-2 Journeyman to 1 Apprentice
3-4 Journeyman to 2 Apprentice
5-6 Journeyman to 2 Apprentice
7-10 Journeyman to 3 Apprentice

1 Apprentice permits 1 Mason Trainee
2 Apprentice permits 1 Mason Trainee
3 Apprentice permits 2 Mason Trainees
4 Apprentice permits 2 Mason Trainees

For each additional 5 Journeyman to 1 Apprentice,
for every 3 additional Apprentices, 1 Mason Finisher
may be added

Special Jurisdictional Note : In Preble County the following townships are included: (Dixon, Gasper, Graits, Israel, Lanier and Somers)

Details :

MASON FINISHER:duties shall be to work in all aspects of Masonry construction taking direction from the employer and the Journeyman Bricklayer & Stone Mason's working on the job. Mason Finisher's may work on job site only when a registered apprentice is on job and the ratios in table above will strictly be enforced.

Refractory work is classified as working with any of the following materials:
Acid brick, carbon black brick or carbon black block, firebrick grinding, plastics (with a gun)
and any resinous cement.

Fifty cents (\$0.50) per hour above scale shall be paid to employees working on free standing industrial or institutional chimneys which are completely detached from any building structure.

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, HAMILTON,
PREBLE*, WARREN

Prevailing Wage Rate

Skilled Crafts

Name of Union: Carpenter Floorlayer SW District G

Change # : LCN01-2025ibLocSWG

Craft : Carpenter Effective Date : 02/19/2025 Last Posted : 02/19/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Floorlayer	\$30.96		\$8.39	\$6.95	\$0.60	\$0.00	\$2.50	\$0.16	\$0.00	\$0.00	\$49.56	\$65.04
Apprentice	Percent											
1st 6 months	70.00	\$21.67	\$8.39	\$2.00	\$0.60	\$0.00	\$2.50	\$0.16	\$0.00	\$0.00	\$35.32	\$46.16
2nd 6 months	70.00	\$21.67	\$8.39	\$2.00	\$0.60	\$0.00	\$2.50	\$0.16	\$0.00	\$0.00	\$35.32	\$46.16
3rd 6 months	80.00	\$24.77	\$8.39	\$5.56	\$0.60	\$0.00	\$2.50	\$0.16	\$0.00	\$0.00	\$41.98	\$54.36
4th 6 months	80.00	\$24.77	\$8.39	\$5.56	\$0.60	\$0.00	\$2.50	\$0.16	\$0.00	\$0.00	\$41.98	\$54.36
5th 6 months	90.00	\$27.86	\$8.39	\$6.26	\$0.60	\$0.00	\$2.50	\$0.16	\$0.00	\$0.00	\$45.77	\$59.71
6th 6 months	90.00	\$27.86	\$8.39	\$6.26	\$0.60	\$0.00	\$2.50	\$0.16	\$0.00	\$0.00	\$45.77	\$59.71
7th 6 months	95.00	\$29.41	\$8.39	\$6.60	\$0.60	\$0.00	\$2.50	\$0.16	\$0.00	\$0.00	\$47.66	\$62.37
8th 6 months	95.00	\$29.41	\$8.39	\$6.60	\$0.60	\$0.00	\$2.50	\$0.16	\$0.00	\$0.00	\$47.66	\$62.37

Special Calculation Note : Other: UBC National Fund and Install

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY, WARREN

Special Jurisdictional Note :

Details :

Scope of work shall include, but not be limited to: receiving,unloading,handling,distribution and installation of all carpeting materials,carpet padding or matting materials and all resilient materials whether for use on walls, floors,counter, sink,table and all preparation work necessary in connection therewith, including sanding work. the installation of nonstructural under-layment and the work of removing, cleaning waxing of any of the above.

Carpeting shall include any floor covering composed of either natural or synthetic fibers that are made in breadths to be sewed, fastened or directly glued to floors or over cushioning sound-proofing materials. Resilient Floors shall consist of and include the laying of all special designs of wood, wood block, wood composition, cork, linoleum, asphalt, mastic, plastic, rubber tile, whether nailed or glued.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Carpenter Millwright Local 1090 SW Zone I

Change # : LCN01-2024ibLoc1090SWZ1

Craft : Carpenter Effective Date : 10/02/2024 Last Posted : 10/02/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Millwright	\$35.30		\$8.42	\$6.95	\$0.62	\$0.00	\$7.77	\$0.19	\$0.00	\$0.00	\$59.25	\$76.90
Apprentice	Percent											
1st 6 months	60.00	\$21.18	\$8.42	\$4.27	\$0.62	\$0.00	\$4.66	\$0.19	\$0.00	\$0.00	\$39.34	\$49.93
2nd 6 months	65.02	\$22.95	\$8.42	\$4.61	\$0.62	\$0.00	\$5.05	\$0.19	\$0.00	\$0.00	\$41.84	\$53.32
3rd 6 months	70.00	\$24.71	\$8.42	\$4.94	\$0.62	\$0.00	\$5.44	\$0.19	\$0.00	\$0.00	\$44.32	\$56.67
4th 6 months	75.02	\$26.48	\$8.42	\$5.28	\$0.62	\$0.00	\$5.83	\$0.19	\$0.00	\$0.00	\$46.82	\$60.06
5th 6 months	80.00	\$28.24	\$8.42	\$5.61	\$0.62	\$0.00	\$6.22	\$0.19	\$0.00	\$0.00	\$49.30	\$63.42
6th 6 months	85.00	\$30.00	\$8.42	\$5.95	\$0.62	\$0.00	\$6.60	\$0.19	\$0.00	\$0.00	\$51.78	\$66.79
7th 6 months	90.00	\$31.77	\$8.42	\$6.28	\$0.62	\$0.00	\$6.99	\$0.19	\$0.00	\$0.00	\$54.27	\$70.15
8th 6 months	95.02	\$33.54	\$8.42	\$6.62	\$0.62	\$0.00	\$7.38	\$0.19	\$0.00	\$0.00	\$56.77	\$73.54

Special Calculation Note : Other (\$0.19) \$0.14 National Fund and National Millwright Fund \$0.05

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, CLINTON,
HAMILTON, WARREN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Carpenter & Pile Driver SW District HevHwy

Change # : LCN01-2025ibCarpSWHevHwy

Craft : Carpenter **Effective Date :** 05/21/2025 **Last Posted :** 05/21/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Journeyman	\$36.09		\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$59.09	\$77.14
Apprentice	Percent											
1st 6 Months	70.00	\$25.26	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$48.26	\$60.89
2nd 6 Months	70.00	\$25.26	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$48.26	\$60.89
3rd 6 Months	80.00	\$28.87	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$51.87	\$66.31
4th 6 Months	80.00	\$28.87	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$51.87	\$66.31
5th 6 Months	90.00	\$32.48	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$55.48	\$71.72
6th 6 Months	90.00	\$32.48	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$55.48	\$71.72
7th 6 Months	95.00	\$34.29	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$57.29	\$74.43
8th 6 Months	95.00	\$34.29	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$57.29	\$74.43

Special Calculation Note : Other is UBC National Fund.

Ratio :

1 Journeymen to 1 Apprentice

An employer shall have the right to employ one (1) Apprentice for one (1) Journeyman Carpenter in its employment for the first Apprentice employed, and 1 (1) Apprentice for two (2) Journeyman Carpenter for additional Apprentices employed.

Thereafter, every third additional carpenter hired shall be an apprentice, if available, and if practical for the type of work being performed.

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY, WARREN

Special Jurisdictional Note :

Details :

Highway Construction, Airport Construction, Heavy Construction but not limited to:(tunnels,subways,drainage projects,flood control,reservoirs). Railroad Construction,Sewer Waterworks & Utility Construction but not limited to: (storm sewers, waterlines, gaslines). Industrial & Building Site, Power Plant, Amusement Park, Athletic Stadium Site, Sewer and Water Plants.

When the Contractor furnishes the necessary underwater gear for the Diver, the Diver shall be paid one and one half (1&1/2) times the journeyman rate for the time spent in the water.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Carpenter & Pile Driver SW Zone 2

Change # : LCN01-2024ibLocSWZone2

Craft : Carpenter Effective Date : 07/31/2024 Last Posted : 07/31/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$32.26		\$8.48	\$6.95	\$0.60	\$0.00	\$3.07	\$0.16	\$0.00	\$0.00	\$51.52	\$67.65
Pile Driver	\$32.26		\$8.48	\$6.95	\$0.60	\$0.00	\$3.07	\$0.16	\$0.00	\$0.00	\$51.52	\$67.65
Apprentice	Percent											
1st 6 Months	70.00	\$22.58	\$8.48	\$2.00	\$0.60	\$0.00	\$3.07	\$0.16	\$0.00	\$0.00	\$36.89	\$48.18
2nd 6 Months	70.00	\$22.58	\$8.48	\$2.00	\$0.60	\$0.00	\$3.07	\$0.16	\$0.00	\$0.00	\$36.89	\$48.18
3rd 6 Months	80.00	\$25.81	\$8.48	\$5.56	\$0.60	\$0.00	\$3.07	\$0.16	\$0.00	\$0.00	\$43.68	\$56.58
4th 6 Months	80.00	\$25.81	\$8.48	\$5.56	\$0.60	\$0.00	\$3.07	\$0.16	\$0.00	\$0.00	\$43.68	\$56.58
5th 6 Months	90.00	\$29.03	\$8.48	\$6.26	\$0.60	\$0.00	\$3.07	\$0.16	\$0.00	\$0.00	\$47.60	\$62.12
6th 6 Months	90.00	\$29.03	\$8.48	\$6.26	\$0.60	\$0.00	\$3.07	\$0.16	\$0.00	\$0.00	\$47.60	\$62.12
7th 6 Months	95.00	\$30.65	\$8.48	\$6.60	\$0.60	\$0.00	\$3.07	\$0.16	\$0.00	\$0.00	\$49.56	\$64.88
8th 6 Months	95.00	\$30.65	\$8.48	\$6.60	\$0.60	\$0.00	\$3.07	\$0.16	\$0.00	\$0.00	\$49.56	\$64.88

Special Calculation Note : Other is for UBC National Fund.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, CLINTON, HAMILTON, WARREN

Special Jurisdictional Note :

Details :

Carpenter duties shall include but not limited to: Pile driving, milling, fashioning, joining, assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork, and composition, and all other substitute materials: pile driving, cutting, fitting, and placing of lagging, and the handling, cleaning, erecting, installing, and dismantling of machinery, equipment, and erecting pre-engineered metal buildings.

Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling, and reloading all equipment that is used for pile driving including pile butts. pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The diver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete, or composite that is jetted, driven, or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary.

Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite. loading, unloading, erecting, framing, dismantling, moving, and handling of pile driving equipment. piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, and the erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed.

Rate shall include carpenters, acoustic, and ceiling installers, drywall installers, pile drivers, and floorlayers.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 132 Hev Hwy (Cincinnati)

Change # : LCN01-2025ibCementHevHwy

Craft : Cement Mason **Effective Date :** 05/01/2025 **Last Posted :** 04/30/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$37.34		\$9.00	\$7.65	\$0.80	\$0.00	\$2.30	\$0.07	\$0.00	\$0.00	\$57.16	\$75.83
Apprentice	Percent											
1st Year	70.00	\$26.14	\$9.00	\$7.65	\$0.80	\$0.00	\$2.30	\$0.07	\$0.00	\$0.00	\$45.96	\$59.03
2nd Year	80.00	\$29.87	\$9.00	\$7.65	\$0.80	\$0.00	\$2.30	\$0.07	\$0.00	\$0.00	\$49.69	\$64.63
3rd Year	90.00	\$33.61	\$9.00	\$7.65	\$0.80	\$0.00	\$2.30	\$0.07	\$0.00	\$0.00	\$53.43	\$70.23

Special Calculation Note : Other: International Training Fund

Ratio :

1 Journeyman to 1 Apprentice
2 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, HAMILTON,
HIGHLAND, WARREN

Special Jurisdictional Note :

Details :

Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy Construction, Airport Construction Or Railroad Construction Work, Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facilities Construction.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Cement Mason Local 132 (Cincinnati)

Change # : LCN01-2025ibLoc132

Craft : Cement Effective Date : 06/01/2025 Last Posted : 05/28/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$33.60		\$8.20	\$6.50	\$0.80	\$0.00	\$0.49	\$0.06	\$0.00	\$0.00	\$49.65	\$66.45
Apprentice	Percent											
1st Year	70.00	\$23.52	\$8.20	\$6.50	\$0.80	\$0.00	\$0.49	\$0.06	\$0.00	\$0.00	\$39.57	\$51.33
2nd Year	80.00	\$26.88	\$8.20	\$6.50	\$0.80	\$0.00	\$0.49	\$0.06	\$0.00	\$0.00	\$42.93	\$56.37
3rd Year	90.00	\$30.24	\$8.20	\$6.50	\$0.80	\$0.00	\$0.49	\$0.06	\$0.00	\$0.00	\$46.29	\$61.41

Special Calculation Note : Other: International Training Fund

Ratio :

1 Journeyman to 1 Apprentice
 4 Journeymen to 2 Apprentices
 7 Journeymen to 3 Apprentices
 10 Journeymen to 4 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, HAMILTON,
 HIGHLAND, WARREN

Special Jurisdictional Note :

Details :

- *Cement Masons working on silo & slip form work shall receive \$.50 per hour over Journeyman scale.
- *Cement Masons working on swinging scaffolds shall receive \$.50 per hour over Journeyman scale.
- *Cement Masons working on high lifts from 20' and above shall receive \$.50 per hour over Journeyman scale.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 212 Inside

Change # : LCN01-2024ibLoc212in

Craft : Electrical Effective Date : 06/03/2024 Last Posted : 05/29/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$35.43		\$7.80	\$10.26	\$0.64	\$0.00	\$2.70	\$0.65	\$0.00	\$0.00	\$57.48	\$75.20
Apprentice	Percent											
1st period 0-1000 hrs	45.00	\$15.94	\$7.80	\$0.48	\$0.29	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$24.86	\$32.84
2nd period 1000- 2000 hrs	48.00	\$17.01	\$7.80	\$0.51	\$0.31	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$25.98	\$34.48
3rd period 2000- 3500 hrs	50.02	\$17.72	\$7.80	\$5.13	\$0.32	\$0.00	\$1.65	\$0.65	\$0.00	\$0.00	\$33.27	\$42.13
4th period 3500- 5000 hrs	52.00	\$18.42	\$7.80	\$5.33	\$0.33	\$0.00	\$1.70	\$0.65	\$0.00	\$0.00	\$34.23	\$43.45
5th period 5000- 6500 hrs	57.00	\$20.20	\$7.80	\$5.85	\$0.36	\$0.00	\$1.75	\$0.65	\$0.00	\$0.00	\$36.61	\$46.70
6th period 6500- 8000 hrs	68.00	\$24.09	\$7.80	\$6.98	\$0.43	\$0.00	\$2.00	\$0.65	\$0.00	\$0.00	\$41.95	\$54.00

Special Calculation Note : Other is; Supplemental Unemployment

Ratio :

1 - 3 Journeyman to 2 Apprentices
4 - 6 Journeyman to 4 Apprentices
7 - 9 Journeyman to 6 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

BROWN, CLERMONT, HAMILTON

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 212 Inside Lt Commercial South West

Change # : LCN01-2023Loc212in

Craft : Electrical **Effective Date :** 01/01/2024 **Last Posted :** 12/27/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$34.41		\$7.60	\$10.03	\$0.62	\$0.00	\$2.65	\$0.65	\$0.00	\$0.00	\$55.96	\$73.17
CE-3 12,001- 14,000 Hrs	\$27.05		\$6.67	\$0.81	\$0.88	\$0.00	\$0.81	\$0.00	\$0.00	\$0.00	\$36.22	\$49.75
CE-2 10,001- 12,000 Hrs	\$21.64		\$6.67	\$0.65	\$0.88	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$30.49	\$41.31
CE-1 8,001- 10,000 Hrs	\$19.83		\$6.67	\$0.59	\$0.88	\$0.00	\$0.59	\$0.00	\$0.00	\$0.00	\$28.56	\$38.48
CW-4 6,001- 8,000 Hrs	\$18.03		\$6.67	\$0.54	\$0.88	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$26.66	\$35.68
CW-3 4,001- 6,000 Hrs	\$16.23		\$6.67	\$0.49	\$0.88	\$0.00	\$0.49	\$0.00	\$0.00	\$0.00	\$24.76	\$32.88
CW-2 2,001- 4,000 Hrs	\$15.33		\$6.67	\$0.46	\$0.88	\$0.00	\$0.46	\$0.00	\$0.00	\$0.00	\$23.80	\$31.46
CW-1 0- 2,000 Hrs	\$14.42		\$6.67	\$0.43	\$0.88	\$0.00	\$0.43	\$0.00	\$0.00	\$0.00	\$22.83	\$30.04
Apprentice	Percent											
1st period 0-1000 hrs	45.00	\$15.48	\$7.60	\$0.46	\$0.28	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$24.17	\$31.92
2nd period 1000- 2000 hrs	48.00	\$16.52	\$7.60	\$0.50	\$0.30	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$25.27	\$33.53
3rd period 2000- 3500 hrs	50.02	\$17.21	\$7.60	\$5.02	\$0.31	\$0.00	\$1.60	\$0.65	\$0.00	\$0.00	\$32.39	\$41.00
4th period 3500- 5000 hrs	52.00	\$17.89	\$7.60	\$5.22	\$0.32	\$0.00	\$1.65	\$0.65	\$0.00	\$0.00	\$33.33	\$42.28

5th period 5000- 6500 hrs	57.00	\$19.61	\$7.60	\$5.72	\$0.35	\$0.00	\$1.70	\$0.65	\$0.00	\$0.00	\$35.63	\$45.44
6th period 6500- 8000 hrs	68.00	\$23.40	\$7.60	\$6.82	\$0.42	\$0.00	\$1.95	\$0.65	\$0.00	\$0.00	\$40.84	\$52.54

Special Calculation Note : Other is; Supplemental Unemployment

Ratio :

Each Job site shall be allowed a ratio of two (2)
Apprentices to every three (3) Journeyman Wireman.

1 to 3 Journeyman to 2 Apprentices
4 to 6 Journeyman to 4 Apprentices
Etc.

Jurisdiction (* denotes special jurisdictional note) :

BROWN, CLERMONT, HAMILTON

Construction Electrician and Construction Wireman
Ratio

There shall be a minimum ratio of one inside
Journeyman to every (4) employees of different
classification per jobsite. An inside Journeyman
Wireman is required on the project as the fifth (5th)
worker or when apprentices are used.

Special Jurisdictional Note : The scope of work for the light commercial agreement shall apply to the following facilities not to exceed 200,000 square feet; office buildings, shopping centers, auto sales agencies and garages, churches, funeral homes, nursing homes, hotels, retail and wholesale facilities, small stand-alone manufacturing facilities when free standing and not part of a larger facility (not to exceed 50,000 square fee), solar projects (500 panels or less) unless otherwise covered under the agreement, lighting retrofits (when not associated with remodels involving branch re-circuiting) lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures, warehouses, gas stations, food service centers, restaurants, entertainment facilities, hospitals, clinics, motels, residential buildings.

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 212 Voice Data Video

Change # : LCN01-2024ibLoc212VDV

Craft : Voice Data Video Effective Date : 11/27/2024 Last Posted : 11/27/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician A	\$27.20		\$6.85	\$6.07	\$0.52	\$0.00	\$2.25	\$0.50	\$0.00	\$0.00	\$43.39	\$56.99
Electrical-Installer Technician B	\$25.84		\$6.85	\$6.03	\$0.49	\$0.00	\$2.25	\$0.50	\$0.00	\$0.00	\$41.96	\$54.88
JW Installer Technician	\$24.48		\$6.85	\$5.98	\$0.47	\$0.00	\$2.25	\$0.50	\$0.00	\$0.00	\$40.53	\$52.77
NON BICSI Installer	\$17.68		\$4.24	\$2.18	\$0.34	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$26.44	\$35.28
Cable Puller	\$13.60		\$4.24	\$0.41	\$0.26	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$18.76	\$25.56
Apprentice	Percent											
1st Period 0-1000 Hours	55.00	\$14.96	\$4.24	\$3.34	\$0.28	\$0.00	\$1.24	\$0.19	\$0.00	\$0.00	\$24.25	\$31.73
2nd Period 1001-2000 Hours	55.00	\$14.96	\$4.24	\$3.34	\$0.28	\$0.00	\$1.24	\$0.19	\$0.00	\$0.00	\$24.25	\$31.73
3rd Period 2001-3000 Hours	65.00	\$17.68	\$6.85	\$3.94	\$0.34	\$0.00	\$1.46	\$0.33	\$0.00	\$0.00	\$30.60	\$39.44
4th Period 3001-4000 Hours	65.00	\$17.68	\$6.85	\$3.94	\$0.34	\$0.00	\$1.46	\$0.33	\$0.00	\$0.00	\$30.60	\$39.44
5th Period 4001-5000 Hours	75.00	\$20.40	\$6.85	\$4.55	\$0.39	\$0.00	\$1.69	\$0.38	\$0.00	\$0.00	\$34.26	\$44.46
6th Period 5001-6000 Hours	75.00	\$20.40	\$6.85	\$4.55	\$0.39	\$0.00	\$1.69	\$0.38	\$0.00	\$0.00	\$34.26	\$44.46

7th Period 6001-7000 Hours	80.00	\$21.76	\$6.85	\$5.90	\$0.41	\$0.00	\$2.25	\$0.40	\$0.00	\$0.00	\$37.57	\$48.45
8th Period 7001-8000 Hours	80.00	\$21.76	\$6.85	\$5.90	\$0.41	\$0.00	\$2.25	\$0.40	\$0.00	\$0.00	\$37.57	\$48.45

Special Calculation Note : Other is Health Reimbursement Account.

Ratio :

- 1 Technician to 2 Apprentices
- 2 Technician to 4 Apprentices
- 3 Technician to 6 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

BROWN, CLERMONT, HAMILTON

Special Jurisdictional Note :

Details :

-- The following work is excluded from the Teledata Technician Work Scope:

The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.

The installation of conduit and /or raceways shall be installed by Inside Wireman. On sites where there is no Inside Wireman employed the Teledata Technician may install raceway, or conduit not greater than 10 feet.

Fire Alarm work shall not be part of this agreement.

All HVAC control work shall not be part of this agreement.

-- A Journeyman Installer Technician A shall be an individual with five (5) years of experience and training, successfully completed classroom & OJT requirements of JATC apprentice program, passed and maintained BICSI Installer Level 1, BICSI Installer Level 2, and BICSI Technician Certificate.

-- Installer Technician (B) shall be an individual with four (4) years experience & training, successfully completed classroom and OJT requirements of JATC administered apprentice program, pass and maintain BICSI Installer Level 1 and Installer Level 2.

-- JW Installer Technician shall be an individual with three (3) years of experience and training successfully completed classroom and OTJ requirements of JATC administered apprentice program, pass and maintained BICSI Installer Level 1 and BICSI Installer Level 2 or has passed and maintained BICSI Installer Level 2.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 71 High Tension Pipe Type Cable

Change # : LCN02-2024ibLoc71HTPC

Craft : Lineman Effective Date : 01/06/2025 Last Posted : 12/31/2024

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$52.94	\$7.50	\$1.59	\$0.53	\$0.00	\$12.71	\$0.75	\$0.00	\$0.00	\$76.02	\$102.49
Certified Lineman Welder	\$52.94	\$7.50	\$1.59	\$0.53	\$0.00	\$12.71	\$0.75	\$0.00	\$0.00	\$76.02	\$102.49
Certified Cable Splicer	\$52.94	\$7.50	\$1.59	\$0.53	\$0.00	\$12.71	\$0.75	\$0.00	\$0.00	\$76.02	\$102.49
Operator A	\$47.43	\$7.50	\$1.42	\$0.47	\$0.00	\$11.38	\$0.75	\$0.00	\$0.00	\$68.95	\$92.66
Operator B	\$41.99	\$7.50	\$1.26	\$0.42	\$0.00	\$10.08	\$0.75	\$0.00	\$0.00	\$62.00	\$83.00
Operator C	\$33.74	\$7.50	\$1.01	\$0.34	\$0.00	\$8.10	\$0.75	\$0.00	\$0.00	\$51.44	\$68.31
Groundman 0-12 months Exp	\$26.47	\$7.50	\$0.79	\$0.26	\$0.00	\$6.35	\$0.75	\$0.00	\$0.00	\$42.12	\$55.35
Groundman 0-12 months Exp w/CDL	\$29.12	\$7.50	\$0.87	\$0.29	\$0.00	\$6.99	\$0.75	\$0.00	\$0.00	\$45.52	\$60.08
Groundman 1 yr or more	\$29.12	\$7.50	\$0.87	\$0.29	\$0.00	\$6.99	\$0.75	\$0.00	\$0.00	\$45.52	\$60.08
Groundman 1 yr or more w/CDL	\$34.41	\$7.50	\$1.03	\$0.34	\$0.00	\$8.26	\$0.75	\$0.00	\$0.00	\$52.29	\$69.50
Equipment Mechanic A	\$41.99	\$7.50	\$1.26	\$0.42	\$0.00	\$10.08	\$0.75	\$0.00	\$0.00	\$62.00	\$83.00
Equipment Mechanic B	\$37.86	\$7.50	\$1.14	\$0.38	\$0.00	\$9.09	\$0.75	\$0.00	\$0.00	\$56.72	\$75.65
Equipment Mechanic C	\$33.74	\$7.50	\$1.01	\$0.34	\$0.00	\$8.10	\$0.75	\$0.00	\$0.00	\$51.44	\$68.31

X-Ray Technician	\$52.94		\$7.50	\$1.59	\$0.53	\$0.00	\$12.71	\$0.75	\$0.00	\$0.00	\$76.02	\$102.49
Apprentice	Percent											
1st 1000 hrs	60.00	\$31.76	\$7.50	\$0.95	\$0.32	\$0.00	\$7.62	\$0.75	\$0.00	\$0.00	\$48.90	\$64.79
2nd 1000 hrs	65.00	\$34.41	\$7.50	\$1.03	\$0.34	\$0.00	\$8.26	\$0.75	\$0.00	\$0.00	\$52.29	\$69.50
3rd 1000 hrs	70.00	\$37.06	\$7.50	\$1.11	\$0.37	\$0.00	\$8.89	\$0.75	\$0.00	\$0.00	\$55.68	\$74.21
4th 1000 hrs	75.00	\$39.71	\$7.50	\$1.19	\$0.40	\$0.00	\$9.53	\$0.75	\$0.00	\$0.00	\$59.07	\$78.93
5th 1000 hrs	80.00	\$42.35	\$7.50	\$1.27	\$0.42	\$0.00	\$10.16	\$0.75	\$0.00	\$0.00	\$62.45	\$83.63
6th 1000 hrs	85.00	\$45.00	\$7.50	\$1.35	\$0.45	\$0.00	\$10.80	\$0.75	\$0.00	\$0.00	\$65.85	\$88.35
7th 1000 hrs	90.00	\$47.65	\$7.50	\$1.43	\$0.48	\$0.00	\$11.44	\$0.75	\$0.00	\$0.00	\$69.25	\$93.07

Special Calculation Note : Other is Health Retirement Account

Operator "A"

John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater than 25 tons and less than 45 tons).

Operator "B"

Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C"

Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

*All Operators of cranes 45 ton or larger shall be paid the journeyman rate of pay. \$0.30 is for Health Retirement Account.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO,

SHELBY, STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VINTON, WARREN,
WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 71 Outside Cincinnati

Change # : LCN01-2024ibLoc71Cincinnati

Craft : Lineman Effective Date : 02/07/2024 Last Posted : 02/07/2024

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$44.52	\$7.25	\$1.34	\$0.45	\$0.00	\$8.90	\$0.50	\$0.00	\$0.00	\$62.96	\$85.22
Traffic Signal & Lighting Journeyman	\$42.93	\$7.25	\$1.29	\$0.42	\$0.00	\$8.59	\$0.50	\$0.00	\$0.00	\$60.98	\$82.45
Equipment Operator	\$39.11	\$7.25	\$1.17	\$0.39	\$0.00	\$7.82	\$0.50	\$0.00	\$0.00	\$56.24	\$75.79
Groundman 0-12 months (W/O CDL)	\$23.71	\$7.25	\$0.71	\$0.24	\$0.00	\$4.74	\$0.50	\$0.00	\$0.00	\$37.15	\$49.01
Groundman 0-21 Months (W/CDL)	\$25.90	\$7.25	\$0.77	\$0.26	\$0.00	\$5.18	\$0.50	\$0.00	\$0.00	\$39.86	\$52.81
Groundman 1 Year or More (W/CDL)	\$28.11	\$7.25	\$0.84	\$0.28	\$0.00	\$5.62	\$0.50	\$0.00	\$0.00	\$42.60	\$56.66
Traffic Signal Apprentices											
1st 1,000 hours	\$25.76	\$7.25	\$0.77	\$0.26	\$0.00	\$5.15	\$0.50	\$0.00	\$0.00	\$39.69	\$52.57
2nd 1,000 hours	\$27.90	\$7.25	\$0.84	\$0.28	\$0.00	\$5.58	\$0.50	\$0.00	\$0.00	\$42.35	\$56.30
3rd 1,000 hours	\$30.05	\$7.25	\$0.90	\$0.30	\$0.00	\$6.01	\$0.50	\$0.00	\$0.00	\$45.01	\$60.03
4th 1,000 hours	\$32.20	\$7.25	\$0.97	\$0.32	\$0.00	\$6.44	\$0.50	\$0.00	\$0.00	\$47.68	\$63.78
5th 1,000 hours	\$34.34	\$7.25	\$1.03	\$0.34	\$0.00	\$6.87	\$0.50	\$0.00	\$0.00	\$50.33	\$67.50
6th 1,000 hours	\$38.64	\$7.25	\$1.16	\$0.39	\$0.00	\$7.73	\$0.50	\$0.00	\$0.00	\$55.67	\$74.99

Apprentice Lineman	Percent											
1st 1,000 Hours	60.00	\$26.71	\$7.25	\$0.80	\$0.27	\$0.00	\$5.34	\$0.50	\$0.00	\$0.00	\$40.87	\$54.23
2nd 1,000 Hours	65.00	\$28.94	\$7.25	\$0.87	\$0.29	\$0.00	\$5.79	\$0.50	\$0.00	\$0.00	\$43.64	\$58.11
3rd 1,000 Hours	70.00	\$31.16	\$7.25	\$0.93	\$0.31	\$0.00	\$6.23	\$0.50	\$0.00	\$0.00	\$46.38	\$61.97
4th 1,000 Hours	75.00	\$33.39	\$7.25	\$1.00	\$0.33	\$0.00	\$6.68	\$0.50	\$0.00	\$0.00	\$49.15	\$65.84
5th 1,000 Hours	80.00	\$35.62	\$7.25	\$1.07	\$0.36	\$0.00	\$7.12	\$0.50	\$0.00	\$0.00	\$51.92	\$69.72
6th 1,000 Hours	85.00	\$37.84	\$7.25	\$1.14	\$0.38	\$0.00	\$7.57	\$0.50	\$0.00	\$0.00	\$54.68	\$73.60
7th 1,000 Hours	90.00	\$40.07	\$7.25	\$1.20	\$0.40	\$0.00	\$8.01	\$0.50	\$0.00	\$0.00	\$57.43	\$77.46

Special Calculation Note : Other is Health Reimbursement Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, HAMILTON, WARREN

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeyman in the performance of his/her work on the ground, including the use of hand tools. A Groundman under no circumstances shall climb poles, towers, ladders, or work from an elevated platform or bucket truck.

No more than three (3) Groundmen shall work alone. Jobs with more than three Groundmen shall be supervised by a Groundcrew Foreman, Journeyman Lineman, Journeyman Traffic Signal Technician or an Equipment Operator.

Scope of Work: installation and maintenance of highway and street lighting, highway and street sign lighting, electronic message boards and traffic control systems, camera systems, traffic signal work, substation and line construction including overhead and underground projects for private and industrial work as in accordance with the IBEW Constitution. This Agreement includes the operation of all tools and equipment necessary for the installation of the above projects.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Change # : LCN01-2024ibLoc71

Craft : Lineman Effective Date : 01/06/2025 Last Posted : 12/31/2024

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$50.15	\$7.50	\$1.50	\$0.50	\$0.00	\$12.04	\$0.75	\$0.00	\$0.00	\$72.44	\$97.51
Substation Technician	\$50.15	\$7.50	\$1.50	\$0.50	\$0.00	\$12.04	\$0.75	\$0.00	\$0.00	\$72.44	\$97.51
Cable Splicer	\$52.52	\$7.50	\$1.58	\$0.52	\$0.00	\$12.60	\$0.75	\$0.00	\$0.00	\$75.47	\$101.73
Operator A	\$44.95	\$7.50	\$1.35	\$0.45	\$0.00	\$10.79	\$0.75	\$0.00	\$0.00	\$65.79	\$88.27
Operator B	\$39.73	\$7.50	\$1.19	\$0.40	\$0.00	\$9.53	\$0.75	\$0.00	\$0.00	\$59.10	\$78.96
Operator C	\$31.89	\$7.50	\$0.96	\$0.32	\$0.00	\$7.65	\$0.75	\$0.00	\$0.00	\$49.07	\$65.01
Groundman 0-12 months Exp	\$25.07	\$7.50	\$0.75	\$0.25	\$0.00	\$6.02	\$0.75	\$0.00	\$0.00	\$40.34	\$52.88
Groundman 0-12 months Exp w/CDL	\$27.58	\$7.50	\$0.83	\$0.28	\$0.00	\$6.62	\$0.75	\$0.00	\$0.00	\$43.56	\$57.35
Groundman 1 yr or more	\$27.58	\$7.50	\$0.83	\$0.28	\$0.00	\$6.62	\$0.75	\$0.00	\$0.00	\$43.56	\$57.35
Groundman 1 yr or more w/CDL	\$32.60	\$7.50	\$0.98	\$0.33	\$0.00	\$7.82	\$0.75	\$0.00	\$0.00	\$49.98	\$66.28
Equipment Mechanic A	\$39.73	\$7.50	\$1.19	\$0.40	\$0.00	\$9.54	\$0.75	\$0.00	\$0.00	\$59.11	\$78.97
Equipment Mechanic B	\$35.82	\$7.50	\$1.07	\$0.36	\$0.00	\$8.60	\$0.75	\$0.00	\$0.00	\$54.10	\$72.01
Equipment Mechanic C	\$31.89	\$7.50	\$0.96	\$0.32	\$0.00	\$7.65	\$0.75	\$0.00	\$0.00	\$49.07	\$65.01
Line Truck w/uuger	\$35.16	\$7.50	\$1.05	\$0.35	\$0.00	\$8.44	\$0.75	\$0.00	\$0.00	\$53.25	\$70.83

Apprentice	Percent											
1st 1000 hrs	60.00	\$30.09	\$7.50	\$0.90	\$0.30	\$0.00	\$7.22	\$0.75	\$0.00	\$0.00	\$46.76	\$61.80
2nd 1000 hrs	65.00	\$32.60	\$7.50	\$0.98	\$0.33	\$0.00	\$7.82	\$0.75	\$0.00	\$0.00	\$49.98	\$66.28
3rd 1000 hrs	70.00	\$35.10	\$7.50	\$1.05	\$0.35	\$0.00	\$8.43	\$0.75	\$0.00	\$0.00	\$53.18	\$70.74
4th 1000 hrs	75.00	\$37.61	\$7.50	\$1.13	\$0.38	\$0.00	\$9.03	\$0.75	\$0.00	\$0.00	\$56.40	\$75.21
5th 1000 hrs	80.00	\$40.12	\$7.50	\$1.20	\$0.40	\$0.00	\$9.63	\$0.75	\$0.00	\$0.00	\$59.60	\$79.66
6th 1000 hrs	85.00	\$42.63	\$7.50	\$1.28	\$0.43	\$0.00	\$10.23	\$0.75	\$0.00	\$0.00	\$62.82	\$84.13
7th 1000 hrs	90.00	\$45.14	\$7.50	\$1.35	\$0.45	\$0.00	\$10.83	\$0.75	\$0.00	\$0.00	\$66.01	\$88.58

Special Calculation Note : Other is Health Reimbursment Account

Operator "A"

John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater than 25 tons and less than 45 tons).

Operator "B"

Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C"

Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the

Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 71 Underground Residential Distribution

Change # : LCN02-2024ibLoc7URD

Craft : Lineman **Effective Date :** 01/06/2025 **Last Posted :** 12/31/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
URD Electrician	\$38.05		\$7.50	\$1.14	\$0.38	\$0.00	\$9.13	\$0.75	\$0.00	\$0.00	\$56.95	\$75.97
Equipment Operator A	\$34.04		\$7.50	\$1.02	\$0.34	\$0.00	\$8.17	\$0.75	\$0.00	\$0.00	\$51.82	\$68.84
Equipment Operator B	\$31.26		\$7.50	\$0.94	\$0.31	\$0.00	\$7.50	\$0.75	\$0.00	\$0.00	\$48.26	\$63.89
Directional Drill Locator	\$34.04		\$7.50	\$1.02	\$0.34	\$0.00	\$8.17	\$0.75	\$0.00	\$0.00	\$51.82	\$68.84
Directional Drill Operator	\$31.26		\$7.50	\$0.94	\$0.31	\$0.00	\$7.50	\$0.75	\$0.00	\$0.00	\$48.26	\$63.89
Groundman 0-12 months Exp	\$24.70		\$7.50	\$0.74	\$0.25	\$0.00	\$5.93	\$0.75	\$0.00	\$0.00	\$39.87	\$52.22
Groundman 0-12 months Exp w/CDL	\$27.24		\$7.50	\$0.82	\$0.27	\$0.00	\$6.54	\$0.75	\$0.00	\$0.00	\$43.12	\$56.74
Groundman 1 yr or more	\$27.24		\$7.50	\$0.82	\$0.27	\$0.00	\$6.54	\$0.75	\$0.00	\$0.00	\$43.12	\$56.74
Groundman 1 yr or more w/CDL	\$32.26		\$7.50	\$0.97	\$0.32	\$0.00	\$7.74	\$0.75	\$0.00	\$0.00	\$49.54	\$65.67
Apprentice	Percent											
1st 1000 hrs	80.00	\$30.44	\$7.50	\$0.91	\$0.30	\$0.00	\$7.31	\$0.75	\$0.00	\$0.00	\$47.21	\$62.43
2nd 1000 hrs	85.00	\$32.34	\$7.50	\$0.97	\$0.32	\$0.00	\$7.76	\$0.75	\$0.00	\$0.00	\$49.64	\$65.81
3rd 1000 hrs	90.00	\$34.25	\$7.50	\$1.03	\$0.34	\$0.00	\$8.22	\$0.75	\$0.00	\$0.00	\$52.09	\$69.21

4th 1000 hrs	95.00	\$36.15	\$7.50	\$1.08	\$0.36	\$0.00	\$8.68	\$0.75	\$0.00	\$0.00	\$54.52	\$72.59
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Special Calculation Note : Other: Health Reimburstment Account

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

This work applies to projects designated for any outside Underground Residential Distribution construction work for electrical utilities, municipalities and rural electrification projects.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 71 Voice Data Video Outside

Change # : LCN02-2024ibLoc71VDV

Craft : Voice Data Video Effective Date : 03/06/2024 Last Posted : 03/06/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician I	\$35.39		\$7.25	\$1.06	\$0.00	\$0.00	\$1.77	\$0.00	\$0.00	\$0.00	\$45.47	\$63.17
Installer Technician II	\$33.37		\$7.25	\$1.00	\$0.00	\$0.00	\$1.67	\$0.00	\$0.00	\$0.00	\$43.29	\$59.97
Installer Repairman	\$33.37		\$7.25	\$1.00	\$0.00	\$0.00	\$1.67	\$0.00	\$0.00	\$0.00	\$43.29	\$59.97
Equipment Operator II	\$24.98		\$7.25	\$0.75	\$0.00	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$34.23	\$46.72
Cable Splicer	\$35.39		\$7.25	\$1.06	\$0.00	\$0.00	\$1.77	\$0.00	\$0.00	\$0.00	\$45.47	\$63.17
Ground Driver W/CDL	\$16.69		\$7.25	\$0.50	\$0.00	\$0.00	\$0.83	\$0.00	\$0.00	\$0.00	\$25.27	\$33.62
Groundman	\$14.57		\$7.25	\$0.44	\$0.00	\$0.00	\$0.73	\$0.00	\$0.00	\$0.00	\$22.99	\$30.28
Trainees	Percent											
Trainee F	50.01	\$17.70	\$7.25	\$0.53	\$0.00	\$0.89	\$0.00	\$0.00	\$0.00	\$0.00	\$26.37	\$35.22
Trainee E	58.00	\$20.53	\$7.25	\$0.62	\$0.00	\$1.03	\$0.00	\$0.00	\$0.00	\$0.00	\$29.43	\$39.69
Trainee D	66.00	\$23.36	\$7.25	\$0.70	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00	\$32.48	\$44.16
Trainee C	74.00	\$26.19	\$7.25	\$0.79	\$0.00	\$1.31	\$0.00	\$0.00	\$0.00	\$0.00	\$35.54	\$48.63
Trainee B	82.00	\$29.02	\$7.25	\$0.87	\$0.00	\$1.45	\$0.00	\$0.00	\$0.00	\$0.00	\$38.59	\$53.10
Trainee A	90.00	\$31.85	\$7.25	\$0.96	\$0.00	\$1.59	\$0.00	\$0.00	\$0.00	\$0.00	\$41.65	\$57.58

Special Calculation Note :

Ratio :

1 Trainee to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,

GEAUGA, GREENE, GUERNSEY, HAMILTON,
HARRISON, HIGHLAND, HOCKING, HOLMES,
JACKSON, JEFFERSON, KNOX, LAKE,
LAWRENCE, LICKING, LOGAN, LORAIN,
MADISON, MAHONING, MARION, MEDINA,
MEIGS, MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE,
PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO,
SHELBY, STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VINTON, WARREN,
WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

Cable Splicer: Inspect and test lines or cables, analyze results, and evaluate transmission characteristics. Cover conductors with insulation or seal splices with moisture-proof covering. Install, splice, test, and repair cables using tools or mechanical equipment. This will include the splicing of fiber.

Installer Technician I: Must know all aspects of telephone and cable work. This is to include aerial, underground, and manhole work. Must know how to climb and run bucket. Must have all the tools required to perform these tasks. Must be able to be responsible for the safety of the crew at all times. Must also have CDL license and have at least 5 years experience.

Installer Repairman: Perform tasks of repairing, installing, and testing phone and CATV services.

Installer Technician II: Have at least three years of telephone and CATV experience. Must have the knowledge of underground, aerial, and manhole work. Must be able to climb and operate bucket. Must have CDL. Must have all tools needed to perform these tasks.

Equipment Operator II: Able to operate a digger derrick or bucket truck. Have at least 3 years of experience and must have a valid CDL license.

Groundman W/CDL: Must have a valid CDL license and be able to perform tasks such as: climbing poles, pulling down guys, making up material, and getting appropriate tools for the job. Must have at least 5 year's experience.

Groundman: Perform tasks such as: climbing poles, pulling down guys, making up material, and getting appropriate tools for the job. Experience 0-5 years.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Elevator Local 11

Change # : LCN01-2025ibLoc11

Craft : Elevator Effective Date : 01/29/2025 Last Posted : 01/29/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Elevator Mechanic	\$57.41		\$16.27	\$10.96	\$0.80	\$4.59	\$10.40	\$2.16	\$0.00	\$0.00	\$102.59	\$131.29
Probationary Apprentice	50.01	\$28.71	\$0.00	\$0.00	\$0.00	\$1.72	\$0.00	\$0.00	\$0.00	\$0.00	\$30.43	\$44.79
1st year	55.00	\$31.58	\$16.27	\$10.96	\$0.80	\$1.89	\$10.40	\$1.32	\$0.00	\$0.00	\$73.22	\$89.00
2nd year	65.00	\$37.32	\$16.27	\$10.96	\$0.80	\$2.24	\$10.40	\$1.56	\$0.00	\$0.00	\$79.55	\$98.20
3rd year	70.00	\$40.19	\$16.27	\$10.96	\$0.80	\$2.41	\$10.40	\$1.68	\$0.00	\$0.00	\$82.71	\$102.80
4th year	80.00	\$45.93	\$16.27	\$10.96	\$0.80	\$2.76	\$10.40	\$1.92	\$0.00	\$0.00	\$89.04	\$112.00
Helper	70.00	\$40.19	\$16.27	\$10.96	\$0.80	\$3.22	\$10.40	\$1.68	\$0.00	\$0.00	\$83.52	\$103.61
Assistant Mechanic	80.00	\$45.93	\$16.27	\$10.96	\$0.80	\$3.67	\$10.40	\$1.92	\$0.00	\$0.00	\$89.95	\$112.91

Special Calculation Note : Other: Holiday Pay

Ratio :

1 Journeyman to 1 Apprentice
 1 Journeyman to 1 Helper
 1 Journeyman to 1 Assistant Mechanic

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, BROWN, BUTLER, CLERMONT,
 CLINTON, DARKE, GREENE, HAMILTON,
 HIGHLAND, MIAMI, MONTGOMERY, PREBLE,
 SCIOTO, SHELBY, WARREN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Glazier Local 387

Change # : LCN01-2024ibLoc387

Craft : Glazier Effective Date : 11/01/2024 Last Posted : 10/30/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Glazier	\$33.85		\$6.50	\$11.60	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.40	\$69.32
Apprentice	Percent											
1st Year	65.00	\$22.00	\$6.50	\$8.15	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.10	\$48.10
2nd Year	75.00	\$25.39	\$6.50	\$9.14	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.48	\$54.17
3rd Year	85.00	\$28.77	\$6.50	\$10.12	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.84	\$60.23
4th Year	95.00	\$32.16	\$6.50	\$11.11	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.22	\$66.30

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

Each employer may employ and train Apprentices in the following ratio to journeymen workers employed.

1 Journeymen to 1 Apprentice

ADAMS, BROWN, BUTLER, CHAMPAIGN,
CLARK, CLERMONT, CLINTON, DARKE,
FAYETTE*, GREENE, HAMILTON, HIGHLAND,
MIAMI, MONTGOMERY, PREBLE, WARREN

Special Jurisdictional Note : Fayette County: Eastern portion of route #41 being the dividing line between locals 372 and 387. Local 387 has jurisdiction of projects built on property which borders route #41 East.

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Ironworker Local 44

Change # : LCN01-2025ibLoc44

Craft : Ironworker Effective Date : 06/01/2025 Last Posted : 05/28/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker Reinforcing	\$38.27		\$9.50	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$62.17	\$81.30
Structural	\$37.77		\$9.50	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$61.67	\$80.55
Ornamental	\$37.77		\$9.50	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$61.67	\$80.55
Machine Mover/Rigger	\$37.77		\$9.50	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$61.67	\$80.55
Conveyer Mechanic	\$37.77		\$9.50	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$61.67	\$80.55
Maintenance/Heavy Hwy	\$37.77		\$9.50	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$61.67	\$80.55
Welder A	\$38.02		\$9.50	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$61.92	\$80.93
Welder B	\$38.27		\$9.50	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$62.17	\$81.30
Sheeter	\$37.77		\$9.50	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$61.67	\$80.55
Fence Erector	\$35.88		\$9.50	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$59.78	\$77.72
Ironworker	\$37.77		\$9.50	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$61.67	\$80.55
1st yr A	60.00	\$22.96	\$9.50	\$9.50	\$0.60	\$0.00	\$1.08	\$0.00	\$0.00	\$0.00	\$43.64	\$55.12
1st yr B	65.00	\$24.88	\$9.50	\$9.50	\$0.60	\$0.00	\$1.08	\$0.00	\$0.00	\$0.00	\$45.56	\$57.99
2nd yr A	70.00	\$26.79	\$9.50	\$9.50	\$0.60	\$0.00	\$1.08	\$0.00	\$0.00	\$0.00	\$47.47	\$60.86
2nd yr B	75.00	\$28.70	\$9.50	\$9.50	\$0.60	\$0.00	\$1.08	\$0.00	\$0.00	\$0.00	\$49.38	\$63.73
3rd yr A	80.00	\$30.62	\$9.50	\$9.50	\$0.60	\$0.00	\$2.15	\$0.00	\$0.00	\$0.00	\$52.37	\$67.67
3rd yr B	85.00	\$32.53	\$9.50	\$9.50	\$0.60	\$0.00	\$2.15	\$0.00	\$0.00	\$0.00	\$54.28	\$70.54
4th yr A	90.00	\$34.44	\$9.50	\$9.50	\$0.60	\$0.00	\$3.23	\$0.00	\$0.00	\$0.00	\$57.27	\$74.49
4th yr B	95.00	\$36.36	\$9.50	\$9.50	\$0.60	\$0.00	\$3.23	\$0.00	\$0.00	\$0.00	\$59.19	\$77.36
4th yr C	100.00	\$38.27	\$9.50	\$9.50	\$0.60	\$0.00	\$3.23	\$0.00	\$0.00	\$0.00	\$61.10	\$80.23

Special Calculation Note :

Ratio :

1 Journeymen to 1 Apprentice
2 Journeymen to 2 Apprentice
10 Journeymen to 10 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ADAMS*, BROWN, BUTLER*, CLERMONT,
CLINTON*, HAMILTON, HIGHLAND*, WARREN*

Special Jurisdictional Note : Adams County Twps included: Bratton, Scott, Winchester, Wayne. Butler County Twps included: Oxford, St. Clair, Fairfield, Morgan, Liberty, Union, Ross, Reily, Hanover, West Chester.

Clinton County Twps included: Manchester and South West Borrow.

Highland County Twps included: Dotson, Salem, Clay, White Oak, Hamer, New Market, Concord, Jackson, Washington.

Warren County Twps included: Harlan, Deerfield, Hamilton.

Details :

Structural Iron Work but not limited to: field fabrication, all loading to and including the erecting, rigging, assembly, dismantling, placing, temporary and permanent securing by any means of all structural iron, steel, ornamental lead, bronze, brass, copper, aluminum, glass all ferrous and non ferrous metal and composite material, precast prestressed and post-stressed concrete structures. Bridges and bridge rails, bridge viaducts, bucks bulkheads, bumper and bumper post, canopies and unistrut canopies, corrugated ferrous and non ferrous sheets when attached to steel frames, columns, beams, bar-joists, trusses, grinders, roof decking, electrical supports, elevator cars, elevator fronts and enclosures, erection of steel towers, flag poles, gymnasium equipment, stadium and arena seating, jail cell work, jail cell beds, benches, bunks, chairs, tables, mirrors, jail cell access doors, rigging and installation of machinery and equipment (erecting, aligning, anchoring and dismantling, erection and dismantling of tower cranes, derrick monorail systems, Chicago booms, overhead cranes, gantries, material and personnel hoists, tanks, hoppers and conveyors. All pre-engineered metal buildings and their entirety including siding, roofing, gutters, downspouts and erection of all.

Reinforcing Iron Work but not limited to: Any work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying of all materials used to reinforce concrete construction, except that loading and unloading by hand and carrying to a centralized point adjacent to or upon site of the project on which such materials are to be used. Realigning of reinforcing iron, wire mesh placing, bricking, pulling and similar reinforcing materials, placing steel dowels, as well as refastening and resetting same while concrete is being poured. Reinforcing steel and wire mesh in roadways and sidewalks in connection with building construction, also erection and fabrication of preconnection with building construction, also erection and fabrication of prestressed and precast joist, beams, columns, and slabs, walls, roofs, tanks, manholes, trenches and covers. The handling and placing of "J" of Jack bars on slip form construction; the placing of all clips, bolts, steel rods and wire fabric or mesh pertaining to gunite construction; the placing of steel-tex or paper-back mesh used for reinforcing and placing wire mesh to reinforce gypsum roof construction. Metal decking similar "corruflex" used for floor forms over metal or concrete supports whether welded or clipped. Post tension. All loading and unloading, hoisting, placing and tying of all post tensioning cables. Wrecking of cones, wedging of tendons, stressing, cutting and repairing.

Ornamental Iron Work but not limited to: all work in connection with field fabrication, handling including loading/off loading, sorting, cutting, fastening, anchoring, bending, hoisting, placing, burning, welding, and tying, dismantling of all materials used in miscellaneous iron or steel, for stairs, hand railings, rolling doors, rolling gates, rolling shutters, fence, windows, curtain wall, erection and welding of all metal, sash, architectural and ornamental treatments, but not necessarily limited to all sizes and types of ornamental, steel iron, lead, bronze, brass, copper, aluminum, all ferrous and non ferrous metals and composite materials.

Fence Erector Iron Worker but not limited to: All work in connection with the field fabrication and erection of chain link fence, which includes but not limited to the loading and of the fence fabric and posts also the installation of the above.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Labor HevHwy 3

Change # : LCN01-2025ibLocalHevHwy3

Craft : Laborer Group 1 Effective Date : 05/21/2025 Last Posted : 05/21/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$37.27		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37	\$72.00
Group 2	\$37.44		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.54	\$72.26
Group 3	\$37.77		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.87	\$72.75
Group 4	\$38.22		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$54.32	\$73.43
Watch Person	\$32.00		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$48.10	\$64.10
Apprentice	Percent											
0-1000 hrs	80.00	\$29.82	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$45.92	\$60.82
1001-2000 hrs	85.00	\$31.68	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$47.78	\$63.62
2001-3000 hrs	90.00	\$33.54	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.64	\$66.41
3001-4000 hrs	95.00	\$35.41	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$51.51	\$69.21
More than 4000 hrs	100.00	\$37.27	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37	\$72.00

Special Calculation Note : Watchmen have no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate.

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW,

MUSKINGUM, NOBLE, PAULDING, PERRY,
PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND,
ROSS, SCIOTO, SENECA, SHELBY,
TUSCARAWAS, UNION, VAN WERT, VINTON,
WARREN, WASHINGTON, WAYNE, WILLIAMS,
WYANDOT

Special Jurisdictional Note : Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site, Sewer Plant, Waste Water Treatment Facilities Construction

Details :

Group 1

Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control.

*Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America."

Group 2

Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning), Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C)

***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.

Group 3

Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarnier, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4

Miner, Welder, Gunite Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc.

The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Labor Local 265 Building

Change # : LCN01-2024ibLoc265

Craft : Laborer Effective Date : 06/20/2024 Last Posted : 06/20/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR		Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Classification													
Laborer	\$26.80		\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.15	\$58.55	
Apprentice	Percent												
0-1000 Hours	80.00	\$21.44	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.79	\$50.51	
1001 - 2000 Hours	85.00	\$22.78	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.13	\$52.52	
2001 - 3000 Hours	90.00	\$24.12	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.47	\$54.53	
3001 - 4000 Hours	95.00	\$25.46	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.81	\$56.54	
More than 4000 Hours	100.00	\$26.80	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.15	\$58.55	

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice
thereafter per project

Jurisdiction (* denotes special jurisdictional note) :

BROWN, CLERMONT, CLINTON, HAMILTON

Special Jurisdictional Note :

Details :

Building & Common Laborer, Asbestos Removal, Cement Mason Helpers, Hand Operated Mechanical Mule, Mechanical Mule, Mechanical Sweeper, Signaler, Flagger Wrecking Laborer, Bottom Man, Pipe Layer, Skid Steer, Industrial Fork Lift Operator, Burning Torch Operator, Jack Hammer, Air Spade, Chipping Hammer, Mechanical & Air Tamper Operator, Mechanical Concrete Buggies, Power Operated Mechanical Mule, Concrete Pump Hose Man, Vibrator Man, CERCLA Trained Hazardous, Material Removal (Levels A,B & C), High Lifts, Lulls and Dingo, Tunnel Laborer.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Labor Local 265A Mason Tender

Change # : LCN01-2024ibLoc265A

Craft : Laborer Effective Date : 06/20/2024 Last Posted : 06/20/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Mason Tender/ Scaffolding/ Forklift Operator	\$25.90		\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$44.25	\$57.20
Apprentice	Percent											
0-1000 Hours	80.00	\$20.72	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.07	\$49.43
1001-2000 Hours	85.02	\$22.02	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.37	\$51.38
2001-3000 Hours	90.00	\$23.31	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.66	\$53.32
3001-4000 Hours	95.00	\$24.60	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.96	\$55.26
Over 4000 Hours	100.00	\$25.90	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$44.25	\$57.20

Special Calculation Note :

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice
thereafter per project

Jurisdiction (* denotes special jurisdictional note) :

BROWN, CLERMONT, CLINTON, HAMILTON

Special Jurisdictional Note :

Details :

TENDERS: The tending of Masons and mixing, handling and conveying of all materials used by Brick or Stone Masons, whether done by hand or by any other procedure including but not limited to, all forklifts or other mechanical means, all heating and drying off all materials used by Brick or Stone Masons and cleaning and clearing of all debris.

SCAFFOLDING: The building and dismantling of scaffolding and staging for Masons shall be the work of the

Prevailing Wage Rate

Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone III

Change # : LCN01-2025ibLoc18zone3

Craft : Operating Engineer Effective Date : 05/01/2025 Last Posted : 04/30/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Group A	\$45.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.74	\$85.66
Operator Group B	\$45.72		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.62	\$85.48
Operator Group C	\$44.68		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.58	\$83.92
Operator Group D	\$43.50		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.40	\$82.15
Operator Group E	\$38.04		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.94	\$73.96
Master Mechanic	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Lift Director	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Cranes & Mobile Concrete Pumps 150'-180'	\$46.34		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.24	\$86.41
Cranes & Mobile Concrete Pumps 180'-249'	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Cranes & Mobile Concrete Pumps 249' and over	\$47.09		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.99	\$87.54
Apprentice	Percent											
1st Year	50.00	\$22.92	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.82	\$51.28
2nd Year	60.00	\$27.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
3rd Year	70.00	\$32.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
4th Year	80.00	\$36.67	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91

Field Mechanic Trainee												
1st Year	60.00	\$27.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
2nd Year	70.00	\$32.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
3rd Year	80.00	\$36.67	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
4th Year	90.00	\$41.26	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.16	\$78.78

Special Calculation Note : Other: Education & Safety

Misc: National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company there may be employed (1) Registered Apprentice or trainee Engineer through the referral when they are available. An apprentice, while employed as part of a crew per Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

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, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, 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, WYANDOT

Special Jurisdictional Note :

Details :

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment.

Group A- Barrier Moving Machines; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types); Compact Cranes, track or rubber over 4,000 pounds capacity; Cranes self-erecting, stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Forklift (rough terrain with winch/hoist); Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Horizontal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machines; Laser Screed and like equipment; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Operator/Technician(Mechanic Operator/Technician and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all), used on caissons for foundations and sub-structure; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats.

Group B - Articulating/end dumps (minus \$4.00/hour from Group B rate); Asphalt Pavers; Bobcat-type and/or

skid steer loader with hoe attachment greater than 7000 lbs.; Bulldozers; CMI type Equipment; Concrete Saw, Vermeer-type; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills (all), grinders and planers of all types.

Group C - A-Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or Skid Steer Loader with or without attachments; Boilers (15 lbs. pressure and over); All Concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drills - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled), Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Man Lifts; Material hoist/elevators; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie (Insert/Remover); Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4" and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24" and under); Utility Operators.

Group D - Backfillers and Tampers; Ballast Re-locator; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Mixers, more than one bag capacity; Concrete Mixers, one bag capacity (side loaders); All Concrete Pumps (without boom with 4" or smaller system); Concrete Spreader; Conveyors, used for handling building materials; Crushers; Deckhands; Drum Fireman (in asphalt plants); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators; Guniting Machines; Hydro-seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2" discharge); Road Widening Trenchers; Rollers (except asphalt); Self-propelled sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepfoot post roller or grader; VAC/ALLS; Vibratory Compactors, with integral power; Welders.

Group E - Allen Screed Paver (concrete); Boilers (less than 15 lbs. pressure); Cranes-Compact, track or rubber (under 4,000 pounds capacity); Directional Drill "Locator"; Fueling and greasing +\$3.00; Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson, Submersible Pumps (under 4" discharge).

Master Mechanics - Master Mechanic

Cranes 150' - 180' - Boom & Jib 150 - 180 feet

Cranes 180' - 249' - Boom & Jib 180 - 249 feet

Cranes 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate

Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2025ibLoc18hevhwyII

Craft : Operating Engineer Effective Date : 05/01/2025 Last Posted : 04/30/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class A	\$45.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.74	\$85.66
Operator Class B	\$45.72		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.62	\$85.48
Operator Class C	\$44.68		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.58	\$83.92
Operator Class D	\$43.50		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.40	\$82.15
Operator Class E	\$38.04		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.94	\$73.96
Master Mechanic	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Lift Director	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Crane and Mobile Concrete Pump 150' - 179'	\$46.34		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.24	\$86.41
Crane and Mobile Concrete Pump 180' - 249'	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Crane and Mobile Concrete Pump 250' and Ove	\$47.09		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.99	\$87.54
Apprentice	Percent											
1st Year	50.00	\$22.92	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.82	\$51.28
2nd Year	60.00	\$27.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
3rd Year	70.00	\$32.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
4th Year	80.00	\$36.67	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91

Field Mech Trainee												
1st year	60.00	\$27.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
2nd year	70.00	\$32.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
3rd year	80.00	\$36.67	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
4th year	90.00	\$41.26	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.16	\$78.78

Special Calculation Note : Other: Education & Safety Fund

Misc: National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 68 will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

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, WYANDOT

Special Jurisdictional Note :

Details :

****Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment.**

Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators.

Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid

Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under).

Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators.

Class D – Backfillers and Tampers; Ballast Re-locator; Bar and Joint Installing Machines; Batch Plant Operators; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yds. and under); Concrete Saws (multiple); Conveyors (highway); Crushers; Deckhands; Farm type tractors, with attachments (highway); Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway), except masonry; Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers (hydraulic or cable); Plant Mixers; Post Drivers; Post Hole Diggers; Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Steam Firemen; Survey Instrument men; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors, with integral power.

Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add \$3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS.

Master Mechanic - Master Mechanic

Cranes and Mobile Concrete Pumps 150' -179' - Boom & Jib 150 - 179 feet

Cranes and Mobile Concrete Pumps 180' - 249' - Boom & Jib 180 - 249 feet

Cranes and Mobile Concrete Pumps 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate

Skilled Crafts

Name of Union: Painter Local 123 & 238 Hvy Hwy

Change # : LCN01-2024ibLoc123

Craft : Painter Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Bridge Class 1	\$38.68	\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.69	\$72.03
Bridge Painter, Rigger, Containment Builder, Spot Blaster Class 2	\$31.68	\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.69	\$61.53
Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control, Boat Person Class 3	\$31.68	\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.69	\$61.53
Concrete Sealing, Concrete Blasting/Power Washing, Etc. Class 4	\$31.68	\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.69	\$61.53
Quality Control/Quality Assurance, Traffic Safety, Competent Person Class 5	\$31.68	\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.69	\$61.53
Apprentice	Percent										
1st Year	65.00	\$25.14	\$2.30	\$6.50	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$34.25	\$46.82
2nd Year	70.00	\$27.08	\$2.30	\$6.50	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$36.19	\$49.72
3rd Year	80.00	\$30.94	\$2.30	\$6.50	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$40.05	\$55.53
4th Year	90.00	\$34.81	\$2.30	\$6.50	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$43.92	\$61.33

Special Calculation Note : Apprentices shall be paid proper % of the classification above..

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

Special Jurisdictional Note :

Details :

Industrial Work paid as commercial work above for each class which includes, Industrial Plants, repair garages, processing plants, storage tanks, warehouses, skeletons structures, bridges unless highest point of clearance is 60 feet or more whether new or old construction offices and office buildings in industrial sites are at industrial rates. Heavy & Highway Bridges-Guard Rails- Light Poles. A hazardous steeplejack rate shall apply on radio towers, stacks, light towers, water towers, steeples, skeleton steel, and exterior industrial conveyors over 25 feet, where such items require steeplejack methods and the rate of pay shall be a \$1.00 per hour above the industrial rate. Steeplejack rate to apply to bridges where highest point of clearance is 60 feet.

Class 1 – Abrasive blasting of any kind.

Class 2 – Bridge painting, coating application of any kind. All steel surface preparation other than abrasive blasting. All necessary rigging and containment building. All remedial/ spot blasting.

Class 3 – Tend to all equipment including but not limited to abrasive blasting, power washing, spray painting, forklifts, hoists, trucks, etc. Load and unload trucks, handle materials, man safety boats, handle traffic control, clean up/ vacuum abrasive blast materials and related tasks.

Class 4 – All aspects of concrete coating/ sealing including but not limited to preparation, containment, etc.

Class 5 – Verify and record that all work is completed according to job specifications. Assure that all health and safety standards are adhered to. Assure all traffic is safely handled.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Painter Local 639

Change # : LCNO1-2015fbLoc639

Craft : Painter Effective Date : 06/10/2015 Last Posted : 06/10/2015

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Metal Finisher/Helpers											
Top Helper Class A	\$19.09	\$3.65	\$0.00	\$0.00	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$23.40	\$32.94
Top Helper Class B	\$19.09	\$3.65	\$0.65	\$0.00	\$1.03	\$0.00	\$0.37	\$0.00	\$0.00	\$24.79	\$34.33
Top Helper Class C	\$19.09	\$3.65	\$1.00	\$0.00	\$1.76	\$0.00	\$0.37	\$0.00	\$0.00	\$25.87	\$35.41
Helper Class A	\$14.69	\$3.65	\$0.00	\$0.00	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$18.85	\$26.19
Helper Class B	\$14.69	\$3.65	\$0.65	\$0.00	\$0.79	\$0.00	\$0.28	\$0.00	\$0.00	\$20.06	\$27.40
Helper Class C	\$14.69	\$3.65	\$1.00	\$0.00	\$1.64	\$0.00	\$0.28	\$0.00	\$0.00	\$21.26	\$28.60
New Hire 90 Days	\$11.00	\$3.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.65	\$20.15

Special Calculation Note : Other is Sick and Personal Time

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY,

SCIOTO, SENECA, SHELBY, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, break down, safety and quality of the company's product.

Helper : Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, scaffolding and swing stages and preparing surfaces for refinishing including but not limited to, masking and stripping and cleaning, oxidizing, polishing and scratch removal on various surfaces

Class A Workers: Less than 1 Year of Service.

Class B Workers: More than 1 and less than 8 Years of Service.

Class C Workers: More than 8 Years of Service.

Metal Polisher Scope of Work: Polishing, buffing, stripping, coloring, lacquering, spraying, cleaning and maintenance of ornamental and architectural metals, iron, bronze, nickel, aluminum and stainless steel and in mental specialty work, various stone finishes, stone specialty work and any other work pertaining to the finishing of metal, stones, woods, and any window washing/cleaning done in conjunction with this work, using chemicals, solvents, coatings and hand applied lacquer thinner, removing scratches from mirror finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding.

Swing State Rate: All work on scaffold 4 sections or higher, including any boom lifts and swing stage scaffolds including the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work, ADD \$1.50 per hour.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

Change # : LCN01-2025ibLoc639

Craft : Painter Effective Date : 05/28/2025 Last Posted : 05/28/2025

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Sign Journeyman Tech/Team Leader Class A	\$26.56	\$3.36	\$0.21	\$0.00	\$0.00	\$0.00	\$0.72	\$0.00	\$0.00	\$30.85	\$44.13
Painter Sign Journeyman Tech/Team Leader Class B	\$26.56	\$3.36	\$0.21	\$0.00	\$0.51	\$0.00	\$0.72	\$0.00	\$0.00	\$31.36	\$44.64
Painter Sign Journeyman Tech/Team Leader Class C	\$26.56	\$3.36	\$0.21	\$0.00	\$1.02	\$0.00	\$0.72	\$0.00	\$0.00	\$31.87	\$45.15
Painter Sign Journeyman Tech/Team Leader Class D	\$26.56	\$3.36	\$0.21	\$0.00	\$1.53	\$0.00	\$0.72	\$0.00	\$0.00	\$32.38	\$45.66
Sign Journeyman Class A	\$26.27	\$3.36	\$0.21	\$0.00	\$0.00	\$0.00	\$0.71	\$0.00	\$0.00	\$30.55	\$43.69
Sign Journeyman Class B	\$26.27	\$3.36	\$0.21	\$0.00	\$0.51	\$0.00	\$0.71	\$0.00	\$0.00	\$31.06	\$44.20
Sign Journeyman Class C	\$26.27	\$3.36	\$0.21	\$0.00	\$1.01	\$0.00	\$0.71	\$0.00	\$0.00	\$31.56	\$44.70
Sign Journeyman Class D	\$26.27	\$3.36	\$0.21	\$0.00	\$1.52	\$0.00	\$0.71	\$0.00	\$0.00	\$32.07	\$45.21
Tech Sign Fabrication/ Erector Class A	\$20.67	\$3.36	\$0.21	\$0.00	\$0.00	\$0.00	\$0.56	\$0.00	\$0.00	\$24.80	\$35.14

Tech Sign Fabrication/ Erector Class B	\$20.67	\$3.36	\$0.21	\$0.00	\$0.40	\$0.00	\$0.56	\$0.00	\$0.00	\$25.20	\$35.54
Tech Sign Fabrication/ Erector Class C	\$20.67	\$3.36	\$0.21	\$0.00	\$0.80	\$0.00	\$0.56	\$0.00	\$0.00	\$25.60	\$35.94
Tech Sign Fabrication/ Erector Class D	\$20.67	\$3.36	\$0.21	\$0.00	\$1.19	\$0.00	\$0.56	\$0.00	\$0.00	\$25.99	\$36.33

Special Calculation Note : Other is for paid holidays.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, AUGLAIZE, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GREENE, HAMILTON, HANCOCK, HARDIN, HENRY, HIGHLAND, HOLMES, HURON, JACKSON, KNOX, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MERCER, MIAMI, MONTGOMERY, MORROW, MUSKINGUM, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, WARREN, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Class A: less that 1 year.

Class B: 1-3 years.

Class C; 3-10 years.

Class D: More than 10 years.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Painter Locals 123 & 238
Commercial & Industrial

Change # : LCN01-2024ibLoc123ComInd

Craft : Painter Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	\$28.29		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.30	\$56.45
Paper Hanger	\$28.29		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.30	\$56.45
Spray Painter	\$28.79		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.80	\$57.20
Sand Blaster Water Blaster	\$29.04		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.05	\$57.57
Elevated Tanks	\$29.29		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.30	\$57.95
Apprentice	Percent											
1st Year	65.00	\$18.39	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.50	\$36.69
2nd Year	70.00	\$19.80	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.91	\$38.81
3rd Year	80.00	\$22.63	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.74	\$43.06
4th Year	90.00	\$25.46	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.57	\$47.30

Special Calculation Note : Apprentices shall be paid the proper % of the classification above.

Ratio :

(1) Journeymen to (1) Apprentice per jobsite

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, CLINTON, HAMILTON, WARREN

Special Jurisdictional Note :

Details :

Industrial Work paid as commercial work above for each class which includes, Industrial Plants, repair garages, processing plants, storage tanks, warehouses, skeletons structures, bridges unless highest point of clearance is 60 feet or more whether new or old construction offices and office buildings in industrial sites are at industrial rates. Heavy & Highway Bridges-Guard Rails- Light Poles. A hazardous steeplejack rate shall apply on radio towers, stacks, light towers, water towers, steeples, skeleton steel, and exterior industrial conveyors over 25 feet, where such items require steeplejack methods and the rate of pay shall be a \$1.00 per hour above the

industrial rate. Steeplejack rate to apply to bridges where highest point of clearance is 60 feet.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Locals 123 & 238

Change # : LCN01-2024ibLoc123-238

Craft : Drywall Finisher Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Drywall Finisher	\$28.29		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.30	\$56.45
Tapers and Finishers	\$28.29		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.30	\$56.45
r												
Apprentice	Percent											
1st Year	65.00	\$18.39	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.50	\$36.69
2nd Year	70.00	\$19.80	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.91	\$38.81
3rd Year	80.00	\$22.63	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.74	\$43.06
4th Yea	90.00	\$25.46	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.57	\$47.30

Special Calculation Note : Apprentices shall be paid the proper % of the classification above.

Ratio :

1 Journeyman to 1 Apprentice per job

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, CLINTON, HAMILTON, WARREN

Special Jurisdictional Note :

Details :

Industrial Work paid as commercial work above for each class which includes, Industrial Plants, repair garages, processing plants, storage tanks, warehouses, skeletons structures, bridges unless highest point of clearance is 60 feet or more whether new or old construction offices and office buildings in industrial sites are at industrial rates. Heavy & Highway Bridges-Guard Rails- Light Poles. A hazardous steeplejack rate shall apply on radio towers, stacks, light towers, water towers, steeples, skeleton steel, and exterior industrial conveyors over 25 feet, where such items require steeplejack methods and the rate of pay shall be a \$1.00 per hour above the industrial rate. Steeplejack rate to apply to bridges where highest point of clearance is 60 feet.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Plasterer Local 132 (Cincinnati)

Change # : LCN01-2024ibLoc132Cinci

Craft : Plasterer Effective Date : 07/01/2024 Last Posted : 06/26/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plasterer	\$30.40		\$6.10	\$8.47	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$46.73	\$61.93
Apprentice	Percent											
1st 900 hours	70.00	\$21.28	\$6.10	\$0.00	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$29.14	\$39.78
2nd 900 hours	74.00	\$22.50	\$6.10	\$0.00	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$30.36	\$41.60
3rd 900 hours	78.00	\$23.71	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$39.31	\$51.17
4th 900 hours	82.00	\$24.93	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$40.53	\$52.99
5th 900 hours	86.00	\$26.14	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$41.74	\$54.82
6th 900 hours	90.00	\$27.36	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$42.96	\$56.64
7th 900 hours	94.00	\$28.58	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$44.18	\$58.46
8th 900 hours	98.00	\$29.79	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$45.39	\$60.29

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

*Other is International Training

Ratio :

1 Journeyman to 1 Apprentice
4 Journeyman to 2 Apprentice
7 Journeyman to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, HAMILTON,
HIGHLAND, WARREN

Special Jurisdictional Note :

Details :

Apprentice and Shop Hand Pension are \$1.00 less than Journeyman.

Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 392

Change # : LCN01-2024ibLoc392

Craft : Plumber/Pipefitter Effective Date : 06/01/2024 Last Posted : 05/29/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber Pipefitter	\$40.70		\$11.08	\$14.15	\$0.89	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$67.45	\$87.80
Plumber Helper	\$26.46		\$10.98	\$7.40	\$0.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.73	\$58.96
Apprentice	Percent											
1st Year	52.00	\$21.16	\$10.88	\$1.15	\$0.89	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$34.71	\$45.30
2nd Year	55.00	\$22.39	\$10.88	\$1.15	\$0.89	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$35.94	\$47.13
3rd Year	58.00	\$23.61	\$10.88	\$7.90	\$0.89	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$43.91	\$55.71
4th Year	62.00	\$25.23	\$10.88	\$7.90	\$0.89	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$45.53	\$58.15
5th Year	75.00	\$30.53	\$10.88	\$14.15	\$0.89	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$57.08	\$72.34

Special Calculation Note : OTHER IS: SUPPLEMENTAL UNEMPLOYMENT BENEFITS.

Ratio :

- 1 Journeymen to 1 Apprentice
- 2 Journeymen to 4 Apprentices
- 3 Journeymen to 6 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, HAMILTON, WARREN

When more than Sixteen (16) Journeymen are employed additional apprentices may be acquired at a ratio of one (1) apprentice to four (4) journeymen.

Special Jurisdictional Note :

Details :

Helpers shall be permitted to work on ONLY , Exterior Sewers, Concrete, Vitrified Clay or PVC Pipe and Digging and Backfilling for Piping Work. The ratio shall not exceed 2 helpers to 1 Journeymen when performing the scope of work listed above

Prevailing Wage Rate

Skilled Crafts

Name of Union: Roofer Local 42

Change # : OCR01-2025ibLoc42

Craft : Roofer Effective Date : 01/29/2025 Last Posted : 01/29/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	\$33.18		\$8.40	\$8.78	\$0.50	\$0.00	\$1.68	\$0.21	\$0.00	\$0.00	\$52.75	\$69.34
Tradesmen	\$26.54		\$8.40	\$7.02	\$0.00	\$0.00	\$1.68	\$0.06	\$0.00	\$0.00	\$43.70	\$56.97
Apprentice	Percent											
1st Period	65.00	\$21.57	\$8.40	\$5.71	\$0.00	\$0.00	\$1.68	\$0.00	\$0.00	\$0.00	\$37.36	\$48.14
2nd Period	70.00	\$23.23	\$8.40	\$6.15	\$0.00	\$0.00	\$1.68	\$0.00	\$0.00	\$0.00	\$39.46	\$51.07
3rd Period	80.00	\$26.54	\$8.40	\$7.02	\$0.00	\$0.00	\$1.68	\$0.00	\$0.00	\$0.00	\$43.64	\$56.92

Special Calculation Note : Other is for Training Fund

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, BROWN, BUTLER, CLERMONT,
HAMILTON, HIGHLAND, PIKE, WARREN

Special Jurisdictional Note :

Details :

Any Tradesman Worker completing 2,000 hours in (2) years may move to Journeyman status by utilizing the Training Yard to improve their skills. Tradesman Workers will be tested at these yards to determine their competency for Journeyman status. Tradesman Workers must schedule and successfully complete the industry test battery in order to gain journeyman status.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Sheet Metal Local 24 (Cincinnati)

Change # : LCN01-2024ibLoc24(Cin)

Craft : Sheet Metal Worker Effective Date : 10/16/2024 Last Posted : 10/16/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	\$35.57		\$8.20	\$14.26	\$0.86	\$0.00	\$0.00	\$1.20	\$0.00	\$0.00	\$60.09	\$77.88
Apprentice	Percent											
1st 6 Month	50.00	\$17.78	\$7.44	\$4.92	\$0.86	\$0.00	\$0.00	\$0.85	\$0.00	\$0.00	\$31.86	\$40.75
2nd 6 Month.	51.00	\$18.14	\$7.44	\$6.12	\$0.86	\$0.00	\$0.00	\$0.85	\$0.00	\$0.00	\$33.41	\$42.48
3rd 6 Month.	52.12	\$18.54	\$7.44	\$6.45	\$0.86	\$0.00	\$0.00	\$0.85	\$0.00	\$0.00	\$34.14	\$43.41
4th 6 Month.	53.49	\$19.03	\$7.44	\$6.81	\$0.86	\$0.00	\$0.00	\$0.85	\$0.00	\$0.00	\$34.99	\$44.50
5th 6 Month.	55.00	\$19.56	\$8.20	\$7.40	\$0.86	\$0.00	\$0.00	\$0.85	\$0.00	\$0.00	\$36.87	\$46.66
6th 6 Month.	57.50	\$20.45	\$8.20	\$7.87	\$0.86	\$0.00	\$0.00	\$0.85	\$0.00	\$0.00	\$38.23	\$48.46
7th 6 Month.	60.00	\$21.34	\$8.20	\$8.69	\$0.86	\$0.00	\$0.00	\$0.85	\$0.00	\$0.00	\$39.94	\$50.61
8th 6 Month.	65.00	\$23.12	\$8.20	\$9.27	\$0.86	\$0.00	\$0.00	\$0.85	\$0.00	\$0.00	\$42.30	\$53.86
9th 6 Month.	70.00	\$24.90	\$8.20	\$11.31	\$0.86	\$0.00	\$0.00	\$0.85	\$0.00	\$0.00	\$46.12	\$58.57
10th 6 Month.	75.00	\$26.68	\$8.20	\$11.80	\$0.86	\$0.00	\$0.00	\$0.85	\$0.00	\$0.00	\$48.39	\$61.73

Special Calculation Note : OTHER: Supplemental Unemployment Benefits

Ratio :

1 Journeymen to 1 Apprentice
 4 Journeymen to 2 Apprentices
 7 Journeymen to 3 Apprentices
 10 Journeymen to 4 Apprentices
 Thereafter, 3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

BROWN, CLERMONT, HAMILTON, HIGHLAND

Special Jurisdictional Note :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Change # : LCN01-2024ibLoc669

Craft : Sprinkler Fitter Effective Date : 01/01/2025 Last Posted : 12/31/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	\$47.73		\$12.40	\$7.40	\$0.54	\$0.00	\$7.74	\$0.00	\$0.00	\$0.00	\$75.81	\$99.68
Apprentice	Percent											
CLASS 1	45.00	\$21.48	\$9.03	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.05	\$41.79
CLASS 2	50.02	\$23.87	\$9.03	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.44	\$45.38
CLASS 3	54.47	\$26.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$47.49	\$60.49
CLASS 4	59.48	\$28.39	\$12.40	\$7.40	\$0.54	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$49.88	\$64.07
CLASS 5	64.46	\$30.77	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$52.51	\$67.89
CLASS 6	69.47	\$33.16	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$54.90	\$71.48
CLASS 7	74.48	\$35.55	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$57.29	\$75.06
CLASS 8	79.46	\$37.93	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$59.67	\$78.63
CLASS 9	84.47	\$40.32	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$62.06	\$82.22
CLASS 10	89.49	\$42.71	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$64.45	\$85.81

Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,

PUTNAM, RICHLAND, ROSS, SANDUSKY,
SCIOTO, SENECA, SHELBY, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Sprinkler Fitter work shall consist of the installation, dismantling, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems used in connection with sprinkler and alarm systems. Also all tanks and pumps connected thereto, also included shall be CO-2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & Hwy Class 1

Change # : LCN01-2025ibBldgHwy

Craft : Truck Driver **Effective Date :** 05/28/2025 **Last Posted :** 05/28/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1	\$34.26		\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.51	\$70.64
Apprentice	Percent											
First 6 months	80.00	\$27.41	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.66	\$60.36
7-12 months	85.00	\$29.12	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.37	\$62.93
13-18 months	90.00	\$30.83	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.08	\$65.50
19-24 months	95.00	\$32.55	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.80	\$68.07
25-30 months	100.00	\$34.26	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.51	\$70.64

Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,

PUTNAM, RICHLAND, ROSS, SANDUSKY,
SCIOTO, SENECA, SHELBY, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

CLASS 1: Drivers on trucks, including but not limited to: 4-wheel service trucks; 4-wheel dump trucks; batch trucks; drivers on tandems; truck sweepers (not to include power sweepers and scrubbers) Drivers on tractor – trailer combinations including but not limited to the following: Semi-tractor trucks; pole trailers; ready-mix trucks; fuel trucks; all trucks five (5) axle and over; drivers on belly dumps; truck mechanics (when needed).

Prevailing Wage Rate

Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & Hwy Class 2

Change # : LCN01-2025ibBldgHwy

Craft : Truck Driver **Effective Date :** 05/28/2025 **Last Posted :** 05/28/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2	\$35.26		\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$72.14
Apprentice	Percent											
First 6 months	80.00	\$28.21	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.46	\$61.56
7-12 months	85.00	\$29.97	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.22	\$64.21
13-18 months	90.00	\$31.73	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.98	\$66.85
19-24 months	95.00	\$33.50	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.75	\$69.50
25-30 months	100.00	\$35.26	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$72.14

Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,

PUTNAM, RICHLAND, ROSS, SANDUSKY,
SCIOTO, SENECA, SHELBY, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

CLASS 2: Drivers on articulated dump trucks; rigid-frame rock trucks; distributor trucks; low boys/drag driver on the construction site only and heavy duty equipment (irrespective of load carried) when used exclusively for transportation on the construction site only.

Attachment H – Substitution Form B2

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ITB# 038-25

Guard Booth, Foundation & Electric

SUBSTITUTION FORM B2

D. SUBSTITUTION PROCEDURES

I. GENERAL – Use this form for proposing substitutions.

- A. This Section applies to substitute products and procedures requested by the Bidder to be added during the advertising period.
- B. Requirements of this Section are in addition to the requirements in the Advertisement For Bid, and attached Special Provisions, if applicable.
- C. Requests for substitutions of products will be considered no later than ten (10) days prior to the Bid Opening Date to allow time for Architect/Engineer's evaluation of substitutions and the preparation of an addendum, if required.
- D. Architect/Engineer will issue the addendum to all Bidders to notify them of the Architect/Engineer's decision to accept or reject the requested substitution.

II. LIMITATIONS ON SUBSTITUTIONS

- A. Substitutions will NOT be considered unless "Substitution Request Form" is used and the requirements of this section and other "Substitution Request Form" are fully complied with.
- B. Architect/Engineer will determine the acceptability of all substitutions.

III. REQUEST FOR SUBSTITUTIONS

- A. Bidder's Representation: Request for substitution constitutes a representation that the bidder:
 - 1. Has investigated the proposed product and has determined that it is equal to or superior in all respects to the specified product;
 - 2. Will provide same type of or better warranty for substitution as for specified product;
 - 3. Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects;
 - 4. Waives all claims for additional costs related to substitutions which consequently become apparent;
 - 5. Assures that all cost data is complete and includes all related cost under this Contract; and
 - 6. Has thoroughly investigated the proposed substitute to determine if license fees and royalties are pending on the proposed substitute.
- B. Request for substitutions shall be submitted on "Substitution Request Form" included with this document. Legible copies of this form shall be made as required for Bidder's submittals. Each submittal request form shall be complete with data substantiating compliance of proposed substitution with requirements of the Invitation for Bid including the following information:

FORM B2 (CONTINUED)

1. Project title and project number.
2. Identification of product specified including specification section and paragraph number.
3. Identification of proposed substitute complete with manufacturer's name and address, trade name of product, model or catalog number and product data.
4. List of fabricator and supplier (with address and phone number) for proposed substitute.
5. The effect of substitution on dimensions, material thickness, wiring, piping, ductwork, etc. indicated in Contract Documents.
6. The effect of substitution on other trades.
7. The effect of substitution on construction schedule.
8. Differences in quality and performance between specified product and proposed product.
9. Comparison of manufacturer's guarantees of specified product and proposed substitute.
10. Availability of maintenance services and replacement materials for proposed substitute.
11. License fees and/or royalties pending on proposed substitute.

IV. SUBMITTAL PROCEDURES

- A. Submit a separate "Substitution Request Form" for each substitution.
 1. Form shall be completely and properly filled in. If form is incomplete, the Architect/Engineer reserves the right to reject and return form to Bidder for completion and compliance with this section. Revised forms shall be submitted no later than the ten (10) days prior to the Bid opening date.
 2. Submit to Architect/Engineer two copies of the completed and signed form. [Enter information here as to where and how the form shall be submitted if substitutions are acceptable].

FORM B2 (CONTINUED)

E. SUBSTITUTION REQUEST FORM

The purpose of this form is to meet the substitution requirements specified in these procedures.

PROJECT TITLE & NO.

SEND TO:

Company Name	
Room, Suite No.	
Street Address	
City, State, Zip Code	
Telephone No.; Fax No.	
Contact Name, Email Address	
ATTN:	

Specified Item: _____

Section: _____ Paragraph: _____

PROPOSED SUBSTITUTE*:

*Attach complete description, catalog, spec data, and laboratory tests if applicable

1. WHAT EFFECT WILL SUBSTITUTION HAVE ON DIMENSIONS, GAUGES, WEIGHTS, ETC. INDICATED IN CONTRACT DOCUMENTS?

--

2. WHAT EFFECT WILL SUBSTITUTION HAVE ON WIRING, PIPING, DUCTWORK, ETC. INDICATED IN CONTRACT DOCUMENTS?

--

FORM B2 (CONTINUED)

3. WHAT EFFECT WILL SUBSTITUTION HAVE ON OTHER TRADES?

4. WHAT EFFECT WILL SUBSTITUTION HAVE ON CONSTRUCTION SCHEDULE?

5. WHAT ARE THE DIFFERENCES IN QUALITY AND PERFORMANCE BETWEEN PROPOSED SUBSTITUTE AND SPECIFIED PRODUCT?

6. MANUFACTURER'S GUARANTEES OF THE SPECIFIED PRODUCTS AND PROPOSED PRODUCTS ARE

SAME: ☐ DIFFERENT: ☐

EXPLAIN BELOW

**7. THERE [ARE: ☐] [ARE NO: ☐] LICENSE FEES AND ROYALTIES PENDING ON THE PROPOSED SUBSTITUTE.
EXPLAIN BELOW:**

8. LIST (ON SEPARATE SHEET), IF APPLICABLE, THE AVAILABILITY OF MAINTENANCE SERVICES AND REPLACEMENT MATERIALS FOR PROPOSED SUBSTITUTE.

9. LIST (ON SEPARATE SHEET) NAMES, ADDRESSES AND PHONE NUMBERS OF FABRICATORS AND SUPPLIERS FOR PROPOSED SUBSTITUTE.

Date: _____

FORM B2 (CONTINUED)

Firm	
Street Address	
City, State, Zip Code	
Name and Title of Person Signing (Please Print)	
Signature	
Telephone No.	

10. SUBMITTED TO ARCHITECT/ENGINEER BY:

Date:

Firm	
Street Address	
City, State, Zip Code	
Name and Title of Person Signing (Please Print)	
Signature	
Telephone No.	
Fax No.	
Email Address	

11. ARCHITECT/ENGINEER'S REVIEW COMMENTS:

Tentatively Accepted (pending issuance of Addendum)	<input type="checkbox"/>	Rejected due to incomplete form	<input type="checkbox"/>
Not Accepted	<input type="checkbox"/>	Received Too Late	<input type="checkbox"/>

Signature: _____

Date: _____

Remarks:

**Attachment I – How to Access BOLD Directory & MBE/WBE/SBE
Policies and Procedures Overview**

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ITB# 038-25

Guard Booth, Foundation & Electric

Hamilton County Minority, Women, and Small Business Enterprise Programs



Section 1. Minority, Women, and Small Business Enterprise Programs Purpose

The Board finds Minority Business Enterprises (“MBEs”), Women Business Enterprises (“WBEs”), and Small Business Enterprises (“SBEs”) provide employment and economic growth in Hamilton County, Ohio. The Board further finds that encouraging the participation of minority businesses, women businesses and small businesses in Hamilton County construction, professional services, and goods and services procurement will benefit all residents of Hamilton County, Ohio. Hamilton County is an equal business opportunity governmental entity, and has strived to provide, and will continue to provide, equal business opportunities to diverse groups within our region.

Section 2. Non-Discrimination Policy

I. Overview

The County is committed to a policy of non-discrimination. Every contract and subcontract for or on behalf of the County, for construction, professional services, and goods and services shall contain provisions by which the contractor agrees to both of the following:

- A) 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 153.59 of the Ohio 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;
- B) That no contractor, subcontractor, or any person on a contractor’s or subcontractor’s behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 153.59 of the Ohio Revised Code, or color.

II. Non-Discrimination Policy for Contracting

No respondent, vendor, and/or Contractor doing business with the County who competes for or is awarded a public contract shall discriminate or retaliate against a MBE/WBE/SBE. If a respondent is found to be in violation of this policy, either in the awarding of the subcontract in connection with an opportunity advertised by the County or in a contract between the County and the respondent, the County will use all remedies legally available under the law to address the policy violations.

The County may not allege or investigate an allegation of an occurrence of discrimination or retaliation in subcontracting as a basis for debarring or disqualifying a

respondent more than three (3) years after the alleged discriminatory or retaliatory conduct occurred or more than three (3) years after the County, in the exercise of reasonable diligence, should have discovered the conduct, whichever is later.

A respondent shall certify in the documents accompanying the respondent's offer to enter into a public contract that the respondent has not discriminated or retaliated and will not discriminate or retaliate against any MBE/WBE/SBE in obtaining any required subcontract.

After a respondent is awarded a public contract, if the respondent violates the certification provisions of these Policies and Procedures, the County may regard the violation as a breach of contract that permits one or more actions in Section 13.

III. Complaints of Discrimination or Retaliation

Any adult person, business entity, association, organization, or government agency may file a complaint with the Director of EIED stating facts showing or tending to show that a respondent has, within the preceding three (3) year period from the date of the complaint, engaged in discrimination or retaliation in connection with a County contract or solicitation. Within ten (10) business days, the Director, or his/her designee, shall notify the respondent against whom the complaint was filed that a complaint has been received.

IV. Complaint Procedure, Initial Findings and Recommendations

The complaint will be sent to EIED to review and determine whether there is noncompliance of the contract. See the noncompliance process in Section 13 and the appeal process in Section 14 for additional information about complaint procedures, findings, and recommendations.

Section 3. Minority, Women, and Small Business Enterprise Contract Goals

The MBE/WBE/SBE Programs goal setting applies to all competitively bid County-funded contracts of \$75,000.00 or more. MBE/WBE goals will be determined based on availability data provided by the *MBE/WBE Goal-Setting Worksheet* on a contract-by-contract basis.

The MBE utilization goal for this contract is 16.5 %, and the WBE utilization goal is 4.2 %.

The SBE utilization goal for this contract is 20 %.

THE UTILIZATION GOALS FOR THIS CONTRACT ARE:

MBE: 16.5 % WBE: 4.2 % SBE: 20 %

Respondents shall be fully informed of the MBE/WBE/SBE Programs and of any MBE/WBE/SBE contract goals, in all County bid documents. When State and/or Federal funding sources require affirmative action goals, those goals, as defined in the contract documents, replace the requirements of the MBE/WBE/SBE Goals Program.

Every respondent shall be required to submit to the County, with its bid, a plan for the engagement of MBEs/WBEs/SBEs in connection with the contract, known as the *MBE/WBE/SBE Goal Compliance Plan*. The *MBE/WBE/SBE Goal Compliance Plan* form, which shall include, among other things, the names, addresses, phone number, Tax I.D. number, and certification numbers, if applicable, of certified businesses, and any other information required by the Director, EIED, as set forth in the bid solicitation documents. If awarded a contract or procurement with the County, a Contractor shall use its Good Faith Efforts at all times to implement and accomplish the objectives with respect to the use of MBEs, WBEs and SBEs as set forth in the *MBE/WBE/SBE Goal Compliance Plan*. Following the award, the *MBE/WBE/SBE Goal Compliance Plan* shall become a part of the contract between the Contractor and the County. Documents must be approved by EIED before the award is finalized. **Failure to comply with the above requirements shall result in the respondent being deemed non-responsive.**

All ITBs, RFPs, or RFQs shall include a requirement that, if an MBE/WBE/SBE contract participation goal is applicable, the respondent must:

- A. With its bid, submit a signed *MBE/WBE/SBE Goal Compliance Plan* form, showing its commitment to meet or exceed the goals for the project or contract.
- B. Make Good Faith Efforts, before the opening of bids or submittal of proposals, to meet the applicable contract participation goal(s); and
- C. Keep records of its Good Faith Efforts adequate to permit a determination of compliance with the *MBE/WBE/SBE Goal Compliance Plan*. If a contract goal will not be met, a respondent shall be required to submit with its bid a signed *MBE/WBE/SBE Goal Compliance Plan* form, and the *Application for MBE/WBE/SBE Program Waiver* form for approval by EIED. The respondent must submit its Good Faith Efforts documentation for review by EIED with the bid document.

As such, Construction, Professional Services, and Goods and Services contracts of \$75,000.00 or greater to be awarded competitively shall be reviewed by the EIED for MBE/WBE/SBE utilization responsiveness. After its review of the *MBE/WBE/SBE Goal Compliance Plan* and the *Application for MBE/WBE/SBE Program Waiver* form, EIED shall make a recommendation to the Purchasing Department and the Department of the respondent's responsiveness.

While the inability of a respondent to meet goals established under the MBE/WBE/SBE Program may not alone exclude a respondent from award of a contract or procurement, the respondent's adequate Good Faith Efforts to meet the goal will be considered in determining award of the Contract.

For the procurement of goods and services, and/or the award of construction contracts valued at \$75,000.00 or more, public notice of the opportunity to bid on such procurements or contracts will be given and the procurement or contract will be awarded to the respondent that submits the applicable bidding standard.

Section 4. Request for Waivers to MBE/WBE/SBE Contract Goals

If the respondent will not meet the MBE/WBE/SBE participation goals, in addition to its *MBE/WBE/SBE Goal Compliance Plan*, the respondent shall also submit with its bid a fully completed *Application for MBE/WBE/SBE Program Waiver* form (see Appendix B for applicable forms). The respondent shall indicate on the *Application for MBE/WBE/SBE Program Waiver* form, the Good Faith Efforts that it made prior to submission of its bid, to meet the MBE/WBE/SBE goals for the contract. The respondent shall also submit all documentary evidence to support those Good Faith Efforts made by the respondent, as declared on the *Application for MBE/WBE/SBE Program Waiver* form with its bid or the respondent will be deemed nonresponsive. The Director of EIED, the Director of Purchasing, or their designees, will review the documents submitted and make its determination of the *Application for MBE/WBE/SBE Program Waiver* request based on those submitted documents. When considering whether a respondent made adequate Good Faith Efforts to achieve the MBE/WBE/SBE participation goals, the County will evaluate the described efforts and documentation provided by contractors.

Section 5. Good Faith Efforts Documentation

All respondents must document the Good Faith Efforts it took to obtain MBE/WBE/SBE participation. As part of the selection process, a review of the respondent's *MBE/WBE/SBE Goal Compliance Plan* form is performed to determine the respondent's commitment to meeting the MBE/WBE/SBE goals for the contract. If the respondent will not meet the MBE/WBE/SBE participation goal, the *Application for MBE/WBE/SBE Program Waiver* form must be submitted with the bid.

Such Good Faith Efforts may include, but are not limited to the following:

- A. Respondent's attendance at pre-bid conference;
- B. Advertisement in general circulation media, trade publications, and minority focused media at least two (2) weeks before bids or proposals are due;
- C. Tailored mailings to MBE/WBE/SBE firms notifying them of contracting opportunities at least two (2) weeks before bids or proposals are due;

- D. Efforts made to select portions of the work proposed to be performed by MBE/WBE/SBE firms in order to increase the likelihood of achieving the stated goal(s);
- E. Efforts to negotiate with MBE/WBE/SBE firms for specific sub-bids, including at a minimum:
 - a. The names, addresses and telephone numbers of MBE/WBE/SBE firms that were contacted;
 - b. A description of the information provided to MBE/WBE/SBE firms regarding the plans and specifications for portions of the work to be performed; and/or
 - c. A statement of why additional agreements with MBE/WBE/SBE firms were not reached.
- F. If the respondent rejected any MBE/WBE/SBE firm(s) as unqualified, they must submit the reason(s) for this conclusion.
- G. The respondent must also document technical assistance provided to the MBE/WBE/SBE firms in obtaining bonding or insurance required by the County.
- H. Providing interested MBE/WBE/SBEs with prompt access to the plans, specifications, scope of work, and requirements of the contract.
- I. Follow up to initial solicitations and copy of call logs.
- J. Has a joint venture agreement or partnership for the contract with an MBE/WBE firm. Commercially useful function participation by the MBE/WBE/SBE must be 30% or greater.
- K. Has a mentor-protégé agreement with an MBE/WBE/SBE firm for the contract.

Failure to provide the *Application for MBE/WBE/SBE Program Waiver* at the time of bid submission will result in the bid being determined to be non-responsive.

Respondents' Good Faith Efforts to meet MBE/WBE/SBE participation goals will be a factor in determining the award of the contract. In determining whether a respondent has made adequate Good Faith Efforts, the County may consider the performance of other respondents in meeting the MBE/WBE/SBE participation goals for the same solicitation. Respondents that fail to meet MBE/WBE/SBE goals and fail to demonstrate Good Faith Efforts shall be deemed non-responsive to the County's solicitation and shall not be eligible to be awarded the contract.

Section 6. MBE/WBE/SBE Programs Records and Reports

In order to ensure the effective tracking of these efforts, the following shall be done:

- 1) Each Contractor shall continuously maintain, compile, and provide to the County monthly information, utilizing the procurement software system (when available) relating to its use of MBE/WBE/SBEs. This information shall include without limitation the following information for each of the MBE/WBE/SBE subcontractors, suppliers, and/or vendors utilized by the Contractor: a description of the categories of contracts awarded to and spent with MBE/WBE/SBEs; the dollar value of contracts awarded to and spent with MBE/WBE/SBEs; the contract number(s), and contact information for the MBE/WBE/SBEs. Additionally, the Contractor shall provide information regarding its progress toward attaining the MBE/WBE/SBE goals for the contract.
- 2) Within thirty (30) days after the end of a contract in which there were MBE/WBE/SBE goals, each contractor shall provide the County with a report including by not limited to the following information: the identity of and contact information for each MBE/WBE/SBE to whom the contractor has awarded a subcontract or supplier agreement; the type of work performed or supplies provided by each subcontractor/supplier; the dollar value of each of the subcontracts/supplier agreements; and the total percentage of the value of the County contract subcontracted to MBE/WBE/SBE subcontractors, suppliers, and/or vendors.

Section 7. Payments to Subcontractors/Prompt Pay

A Contractor shall be required to certify electronically or in writing that all of its subcontractors, suppliers, and/or vendors have been paid for work and materials in relation to the County contract by the Contractor for previous disbursements before additional disbursements of contract and/or procurement payments are made to the Contractor. This section requires Hamilton County to make every effort to make payments to Contractors within thirty (30) days of receipt of a complete and responsive invoice.

If a subcontractor or material supplier submits an application or request for payment or an invoice for materials to a contractor in sufficient time to allow the contractor to include the application, request, or invoice in the contractor's own pay request submitted to an owner, the contractor, within ten calendar days after receipt of payment from the owner for improvements to the property, shall pay to the:

- A. Subcontractor, an amount that is equal to the percentage of completion of the subcontractor's contract allowed by the owner for the amount of labor or work performed;
- B. Material supplier, an amount that is equal to all or that portion of the invoice for materials that represents the materials furnished by the material supplier.

If the contractor fails to comply with this provision, the contractor shall pay the subcontractor or material supplier, in addition to the payment due, interest in the amount of eighteen percent per annum of the payment due, beginning on the eleventh day following the receipt of payment from the owner and ending on the date of full payment of the payment due plus interest to the subcontractor or material supplier. *Refer to Ohio Revised Code, Section 4113.61: Time limitations for payments to subcontractors and materialmen.*

During the contract and upon completion of the contract, the County may request documentation to certify payment to subcontractors or suppliers. The subcontractor or supplier may be required to sign off on the certification of payment form or affidavit, by the subcontractor or supplier, to attest to the receipt of payment from the Contractor.

Section 8. Subcontractor Substitution

If a contractor must substitute a subcontractor after the contract has been awarded, the contractor shall request approval for any substitution of a MBE/WBE/SBE subcontractor, supplier, or vendor used or proposed to be used by a Contractor, by completing and submitting a copy of the *Prime Contractor Substitution Request* form. The *Prime Contractor Substitution Request* form and instructions for completing the request will be included in the contract at the time of award.

Section 9. Change Orders and Amendments to Contracts

This rule applies to contracts valued at \$100,000.00 and greater. Whenever a contract is amended, any single change order is issued, or subsidiary agreement is authorized that increases the total original contract cost by more than ten percent (10%), the MBE/WBE/SBE contract goal regarding the work, services, or supplies to be paid for through such amendment, modification, change order, or subsidiary agreement will remain the same; and, Good Faith Efforts will be made to ensure that it maintains the same percentage of MBE/WBE/SBE participation in performing the additional work, services, or supplies.

Section 10. Certification

The County does not conduct its own MBE, WBE or SBE certification process but does accept MBE, WBE, and SBE certifications from other County-approved agencies.

The requirements for County approved MBE certification are:

- A. The applicant is an independent operating business and must have been in business for at least one year before applying for certification.
- B. The owner is a sole proprietorship that is independently owned and controlled by an individual who is a minority group member; a joint venture that is at least 51% independently owned and controlled by minority group members; or a partnership, limited liability company or corporation that is at least 51% independently owned and controlled by minority group members;
- C. The minority owners have interest in capital and earnings commensurate with the minority group members' percentage of ownership;
- D. The firm performs a commercially useful function;
- E. Each owner of the firm must be United States citizens or lawfully admitted permanent residents;
- F. The firm has a valid and current MBE or WBE certification or both with at least one of the County-approved certification agencies (see Appendix A. Certification Agencies).

The requirements for County approved WBE certification are:

- A. The applicant is an independent operating business and must have been in business for at least one year before applying for certification.
- B. The owner is a sole proprietorship that is independently owned and controlled by an individual(s) who is a woman; a joint venture that is at least 51% independently owned and controlled by a woman; or a partnership, limited liability company or corporation that is at least 51% independently owned and controlled by a woman;
- C. The woman owners have interest in capital and earnings commensurate with the woman's percentage of ownership;
- D. The firm performs a commercially useful function;
- E. Each owner of the firm must be United States citizens or lawfully admitted permanent resident;
- F. The firm has a valid and current WBE certification with at least one of the County-approved certification agencies (see Appendix A. Certification Agencies).

The requirements for County approved SBE certification are:

- A. The firm has gross revenues or number of employees, averaged over the past three years and inclusive of any affiliates, as defined by 13 C.F.R. Sec. 121.201, and does not exceed the size standards as defined pursuant to Section 3 of the SBE Act. A full table of the Small Business Size Standards matched to the North American Industry Classification System (NAICS) may be obtained at www.sba.gov/size.

- B. The personal net worth of each owner and his or her spouse cannot exceed \$750,000, exclusive of specified assets (equity in primary residence, retirement accounts subject to a significant withdrawal penalty, equity in the business for which they are applying).
- C. The applicant for SBE certification must have been in business for at least one year before applying for certification;
- D. The firm performs a commercially useful function;
- E. Each owner of the firm must be United States citizens or lawfully admitted permanent residents;
- F. The firm has a valid and current SBE certification with at least one of the County approved certification agencies (see Appendix A. Certification Agencies).

A business that desires approval by Hamilton County through its Economic Inclusion and Equity Department as a MBE, WBE or SBE must complete and submit a County Vendor Registration form and provide a current MBE, WBE or SBE certification from a County-approved agency. Registrations may be obtained at the County website at https://www.hamiltoncountyohio.gov/government/departments/economic_inclusion or at the office of the Economic Inclusion and Equity Department, County Administration Building, 138 Court Street, Room 603, Cincinnati, OH.

The County approves MBE, WBE, and SBE applicants in three categories:

- A. Construction;
- B. Professional Service;
- C. Goods and Services

Section 11. Selection Criteria and Evaluation

Hamilton County will consider past compliance with MBE/WBE/SBE programs in determining contract awards.

For RFPs, selection criteria and evaluation will include a criterion for the respondent's commitment to the MBE/WBE/SBE contract goals and will be worth no less than 10% of the selection evaluation total points.

Section 12. Falsification of MBE and WBE Subcontracts

Falsification or misrepresentation of an agreement with a subcontractor as to company name, contract amount and/or actual work performed by subcontractor, submitted on any contracts or forms required or otherwise requested by the County, will result in the County utilizing any and all remedies available under the law to enforce EIED policies.

Section 13. MBE/WBE/SBE Program Noncompliance Process

If EIED or the contracting department determines that a contractor has failed to comply with the terms of the MBE/WBE/SBE programs, EIED and the contracting department shall meet

to discuss the contract, issues of noncompliance, and the options for correcting contract noncompliance.

A contractor may be found in noncompliance with the MBE/WBE/SBE Programs in the following ways without limitation:

1. By evidence found by the contracting department or by EIED through the course of regular monitoring of the execution of such contract;
2. By complaint submitted to the contracting department or EIED, where the party responsible for the complaint submits any evidence or documentation they possess in support of their claim;
3. Contractor fails to notify Hamilton County of debarment or suspension by the State of Ohio, City of Cincinnati, or any other municipality before or during the contract period.

If EIED and/or the contracting department through their discussion find evidence of noncompliance with Hamilton County's MBE/WBE/SBE programs, The Director of EIED may at this stage request that the contractor participates in a meeting to discuss its progress towards meeting its proposed MBE/WBE/SBE utilization goals. If EIED and the contractor agree on corrective measures, the contractor shall, within ten (10) business days, submit a letter to the Project Manager and Director of EIED documenting the corrective measures to be taken by the contractor along with an agreed-upon timeline for implementation.

If no agreement can be reached, EIED shall serve a written notice of MBE/WBE/SBE program noncompliance to the contractor. The written notice will include all instances of noncompliance and potential options for rectification. Contractors shall have ten (10) business days from the date of the written notice of MBE/WBE/SBE program noncompliance to determine and communicate a method for remedying all instances of noncompliance. The contractor must include within their communication a plan that is agreed to by EIED to remedy all instances of MBE/WBE/SBE program noncompliance within thirty (30) days of their response. If the contractor cannot remedy all instances within thirty (30) days of the notice of MBE/WBE/SBE program noncompliance, the Director of EIED and Program Manager, may, at their discretion, negotiate a new timeframe to achieve MBE/WBE/SBE program compliance with the contractor.

If a contractor fails to remedy all instances of MBE/WBE/SBE program noncompliance within thirty (30) days of the date of the written notice or within the newly negotiated timeframe, EIED shall make a determination of noncompliance which will be sent to the contractor in writing.

Once a determination of noncompliance is made, EIED may use all available legal remedies including but not limiting to:

- a. Withhold all or part of all future payments to the contractor;
- b. Require contractor payment of liquidation damages,

If appropriate, EIED will refer the matter to the appropriate authorities for potential criminal investigation and prosecution.

Section 14. Appeal Process for Determinations of Noncompliance

Any contractor who is determined to be noncompliant in connection with the performance of a contract shall be allowed ten (10) business days from receipt of the EIED notice of MBE/WBE/SBE program noncompliance to file a written appeal of that determination. Filing of the appeal shall be accomplished by delivery (paper or electronic) of a notice of appeal to EIED. The notice of appeal by the contractor shall be in writing and shall briefly state all the facts or other basis upon which the contractor contests the EIED finding of noncompliance. Supporting documentation must be included.

The EIED Director, with the input of the Purchasing Director and the Project Manager, shall consider the contractor's appeal and shall make a written decision no later than thirty (30) days after receipt concerning the merits of the contractor's appeal. Hamilton County staff may, at their discretion, meet with the contractor to discuss the appeal.

A copy of the appeal decision shall be sent to the contractor. If the EIED upholds the finding of noncompliance, the EIED Director shall inform the contractor of the decision which shall be final, and the appropriate penalties shall be applied.

If Hamilton County accepts the appeal, then the contractor will be informed. If Hamilton County's determination is not made within thirty (30) days after the receipt of the appeal, then the contractor will not be held accountable.

Appendix A. Certification Agencies

*Below are certification agencies we recognize
as outlined in our Hamilton County Economic Inclusion Policy:*

City of Cincinnati

Department of Economic Inclusion
805 Central Avenue, Suite 600
2 Centennial Plaza
Cincinnati, OH 45202
Phone: (513) 352-3154
[Email: cincinnati@diversitycompliance.com](mailto:cincinnati@diversitycompliance.com)
Website: <https://cincinnati.diversitycompliance.com/>
Certifies SBEs, MBEs, WBEs

U.S. Small Business Administration (SBA)

Columbus District Office
8(a) Business Development Program
2 Nationwide Plaza, Suite 1400
Columbus, OH 43215
Phone: (614) 469-6860
[Email: answerdesk@sba.gov](mailto:answerdesk@sba.gov)
Website: <https://certify.sba.gov/>
Certifies WOSBs

Women's Business Enterprise Council Ohio River Valley (WBEC ORV)

3458 Reading Road
Cincinnati, OH 45229
Phone: (513) 487-6503
[Email: crudisell@wbec-orv.org](mailto:crudisell@wbec-orv.org)
Website: <https://www.wbecorv.org/how-to-apply/>
Certifies SBEs, WBEs

Abbreviations:

SBE- Small Business Enterprise
MBE- Minority Business Enterprise
WBE- Women's Business Enterprise

Ohio Department of Transportation (ODOT)

Office of Equal Opportunity
1980 West Broad Street
Columbus, OH 43223
Phone: (614) 644-8436 or 1-800-459-3778
[Email: DOT.SDBE@dot.ohio.gov](mailto:DOT.SDBE@dot.ohio.gov)
Website: <https://www.transportation.ohio.gov/programs/business-economic-opportunity/business-economic-opportunity>
Certifies SBEs, MBEs

Ohio Minority Supplier Development Council

Chase Building
100 East Broad Street, Suite 2460
Columbus, OH 43215
Phone: (614)-225-6959, Ext.208
[Email: certification@ohiomsdc.org](mailto:certification@ohiomsdc.org)
Website: <https://thh.3df.myftpupload.com/certificationprocess/>
Certifies SBEs, MBEs

Ohio Department of Development

Equal Opportunity Division
30 East Broad Street, 18th Floor
Columbus, OH 43215
Phone: (614) 466-838
Email: Donald.Stinsonjr@development.ohio.gov
Website: <https://development.ohio.gov/business/minoritybusiness/certifications>
Certifies MBEs, WBEs

MBE/WBE/SBE GOAL COMPLIANCE PLAN

Failure to complete this form in its entirety may result in your bid being deemed non-responsive.

(Page 1 of 3)

Bidder must achieve, or show good faith efforts to achieve, all goals. All sections of this form must be completed and returned as part of the bid. MBE/WBE firms that are also certified as SBEs may be used to achieve both the MBE/WBE goal and the SBE goal. Firms that are certified as both MBE and WBE will be counted towards the MBE goal and not the WBE goal. If you are not able to meet one or more of the stated goals, you must include the Application for SBE/MBE/WBE Program Waiver with your bid package.

Bidder must list the following information for **every** firm that will perform work, labor, render services, or provide materials as part of the contract or project, including certified MBE/WBE/SBE firms; non-certified small, minority-, or woman-owned firms; and any other firms. Bidder must also include any work to be self-performed and any work performed by a joint venture (JV) partner.

For projects under \$1 million, bidders must submit a completed Letter of Intent (LOI) for all subcontractors/suppliers listed in their bid package at the time of submission. For larger projects over \$1 million, bidders must include a completed LOI for all MBE/WBE/SBE subcontractors/suppliers listed in the Goal Compliance Plan at the time of submission. The LOI for all other subcontractors can be submitted after the time of submission, but before the contract is awarded. This applies to any subcontractors/suppliers that are substitutions or additions to the plan made after award and prior to the start of work.

Bidder must ensure that all firms whose participation is being counted towards the MBE, WBE, and SBE goals are certified as an MBE, WBE, or SBE with one of the certification agencies recognized by Hamilton County and are registered as a certified company with Hamilton County.

If you plan to perform 100% of the work yourself, you must submit the Goal Compliance Plan and indicate this in the self-performance section. In addition, you must successfully complete the the Application for Program Waiver by selecting the goals you would like to waive and signing and dating the Application for Program Waiver.

MBE/WBE/SBE GOAL COMPLIANCE PLAN

Failure to complete this form in its entirety may result in your bid being deemed non-responsive.

(Page 2 of 3)

Bid Number: _____

Project Title: _____

Total Bid Amount: _____

Bidder Name: _____

Primary Contact Name: _____

Bidder Address: _____

Bidder Email: _____

Bidder Phone: _____

Certification Type (if applicable):

☐

MBE

☐

WBE

☐

SBE

Race/Ethnicity (if MBE): _____

Description of Self-Performed Work (if applicable):

Dollar Amount: _____

Percent of Total Bid: _____

STATED COMMITMENT TO MBEs/WBEs/SBEs

MBE goal stated in solicitation: _____

WBE goal stated in solicitation: _____

Total \$ amount committed to MBEs: _____

Total \$ amount committed to WBEs: _____

% total bid amount committed to MBEs: _____

% total bid amount committed WBEs: _____

SBE goal stated in solicitation: _____

Total \$ amount committed to SBEs: _____

% total bid amount committed to SBEs: _____

PARTICIPATING FIRMS

(Page 3 of 3)

Bidder should add additional firms using the same format as needed.

Company Name, Address, and Telephone Number	JV Partner, Subcontractor, or Supplier	Certification Type (MBE/WBE/SBE) *Select all that apply	Race/Ethnicity (if MBE)	Description of Work	Dollar Amount	Percent of Total Bid	EIED APPROVED *EIED use only
Name: Address: Phone:	<div><input type="checkbox"/> JV Partner</div> <div><input type="checkbox"/> Subcontractor</div> <div><input type="checkbox"/> Supplier</div>	<div><input type="checkbox"/> MBE</div> <div><input type="checkbox"/> WBE</div> <div><input type="checkbox"/> SBE</div> <div><input type="checkbox"/> N/A</div>					<input type="checkbox"/>
Name: Address: Phone:	<div><input type="checkbox"/> JV Partner</div> <div><input type="checkbox"/> Subcontractor</div> <div><input type="checkbox"/> Supplier</div>	<div><input type="checkbox"/> MBE</div> <div><input type="checkbox"/> WBE</div> <div><input type="checkbox"/> SBE</div> <div><input type="checkbox"/> N/A</div>					<input type="checkbox"/>
Name: Address: Phone:	<div><input type="checkbox"/> JV Partner</div> <div><input type="checkbox"/> Subcontractor</div> <div><input type="checkbox"/> Supplier</div>	<div><input type="checkbox"/> MBE</div> <div><input type="checkbox"/> WBE</div> <div><input type="checkbox"/> SBE</div> <div><input type="checkbox"/> N/A</div>					<input type="checkbox"/>
Name: Address: Phone:	<div><input type="checkbox"/> JV Partner</div> <div><input type="checkbox"/> Subcontractor</div> <div><input type="checkbox"/> Supplier</div>	<div><input type="checkbox"/> MBE</div> <div><input type="checkbox"/> WBE</div> <div><input type="checkbox"/> SBE</div> <div><input type="checkbox"/> N/A</div>					<input type="checkbox"/>
Name: Address: Phone:	<div><input type="checkbox"/> JV Partner</div> <div><input type="checkbox"/> Subcontractor</div> <div><input type="checkbox"/> Supplier</div>	<div><input type="checkbox"/> MBE</div> <div><input type="checkbox"/> WBE</div> <div><input type="checkbox"/> SBE</div> <div><input type="checkbox"/> N/A</div>					<input type="checkbox"/>

By signing below, the Bidder certifies that the information included in this form is accurate and complete to the best of their knowledge.

Signature: _____
Date: _____
Title: _____
Company: _____

HAMILTON COUNTY MBE/WBE/SBE PROGRAMS

Application for Program Waiver

(Page 1 of 6)

At the time of bid submission, Bidders **that do not meet one or more of the MBE, WBE, or SBE goals** must request a waiver from achieving the MBE, WBE, and/or SBE goal(s) by documenting the Good Faith Efforts they made to achieve the goal(s) and document, with specificity, the Good Faith Efforts they made to achieve the goal(s). "Good Faith Efforts" means the efforts a bidder made to utilize MBEs, WBEs, and SBEs in response to the solicitation. Bidders that request a waiver must demonstrate they took reasonable steps to achieve the MBE/WBE/SBE goal(s) specified within the bid/RFP, and that the scope, intensity, and appropriateness of their efforts could reasonably be expected to result in MBE/WBE/SBE participation sufficient to achieve the goal(s), even if they were not successful in doing so. In considering waiver approval, among the totality of Good Faith Efforts bidders make, Hamilton County will consider the specific efforts the bidder made.

Bidders requesting a waiver must complete this form to document their Good Faith Efforts with specificity, or their bid will be deemed non-responsive. Every item marked on the checklist must have associated documentation in order to receive points.

HAMILTON COUNTY MBE/WBE/SBE PROGRAMS

Application for Program Waiver

(Page 2 of 6)

Bid/RFP Name: _____ Bid/RFP Number: _____

Bidder Name: _____ Bidder Address: _____

Primary Contact Name: _____

Bidder Phone: _____ Bidder Email: _____

Bidder is requesting a waiver for: (select all that apply)

MBE goal

WBE goal

SBE goal

In attempting to meet the projected goal(s), the bidder made the following good faith efforts:

Check all that apply. Minimum score required to establish "good faith" effort is 70 points.

Item	Points	Score (EIED USE ONLY)
Respondent's attendance at pre-bid conference;	10	
Advertisement in general circulation media, trade publications, and minority-focused media at least two (2) weeks before bids or proposals are due;	10	
Tailored mailings to MBE/WBE/SBE firms notifying them of contracting opportunities at least two (2) weeks before bids or proposals are due;	10	
Efforts made to select portions of the work proposed to be performed by MBE/WBE/SBE firms in order to increase the likelihood of achieving the stated goal(s);	10	
Efforts to negotiate with MBE/WBE/SBE firms for specific sub-bids, including at a minimum: The names, addresses, and telephone numbers of MBE/WBE/SBE firms that were contacted; A description of the information provided to MBE/WBE/SBE firms regarding the plans and specifications for portions of the work to be performed and/or; A statement of why additional agreements with MBE/WBE/SBE firms were not reached.	15	
If the respondent rejected any MBE/WBE/SBE firm(s) as unqualified, they must submit the reason(s) for this conclusion.	10	
The respondent must also document technical assistance provided to the MBE/WBE/SBE firms in obtaining bonding or insurance required by the County.	15	
Providing interested MBE/WBE/SBEs with prompt access to the plans, specifications, scope of work, and requirements of the contract.	10	
Follow up to initial solicitations and copy of call logs.	10	
Has a joint venture agreement or partnership for the contract with an MBE/WBE/SBE firm where the commercially useful function participation by the MBE/WBE must be 30% or greater.	15	
Has a mentor-protégé agreement with an MBE/WBE/SBE firm for the contract.	10	
TOTAL		

Document the nature of Good Faith Efforts made to achieve participation with MBEs, WBEs, and SBEs, and attach copies of any documentation of those efforts, including copies of emails, written communications, advertisements, call logs, and outcomes of in-person/telephone negotiations.

Pre-bid and Pre-solicitation Meeting Attendance

List date, time, and location of pre-bid/pre-solicitation meetings attended for this solicitation. (EIED to verify attendance using sign-in sheets.)

Meeting Date	Meeting Time	Meeting Location

Advertisements

Provide the following information for each advertisement.

Newspaper/Publication Name	Date(s) on which ad was published

Attach copies of published advertisements.

Communication Efforts to MBE/WBE/SBEs

How many MBEs did you contact?

How many WBEs did you contact?

How Many SBEs did you contact?

Provide the following information for each contact made:

Name and Contact of MBE/WBE/SBE	Certification Type (MBE/WBE/SBE) *list all that apply	Scope of Work / Line of Work	Dates of Contact	Contact Method	Contract Plans / Requirements	Negotiation	Selected	Reasons for Outcome
Name: Phone: Email: Address:			Initial: Follow-up:		<input type="checkbox"/> Requested <input type="checkbox"/> Sent	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Name: Phone: Email: Address:			Initial: Follow-up:		<input type="checkbox"/> Requested <input type="checkbox"/> Sent	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Name: Phone: Email: Address:			Initial: Follow-up:		<input type="checkbox"/> Requested <input type="checkbox"/> Sent	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Name: Phone: Email: Address:			Initial: Follow-up:		<input type="checkbox"/> Requested <input type="checkbox"/> Sent	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Name: Phone: Email: Address:			Initial: Follow-up:		<input type="checkbox"/> Requested <input type="checkbox"/> Sent	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Attach additional pages using the same format as necessary. Attach copies of all correspondence.

Assistance to MBE/WBE/SBEs (including bonding, insurance, financial equipment, or other resources)

Provide information below regarding any assistance provided to MBE/WBE/SBEs in obtaining bonding and insurance required for the solicitation.

Name and Contact of MBE/WBE/SBE	Certification Type (MBE/WBE/SBE) *list all that apply	Type of Assistance Provided
Name: Phone: Email: Address:		
Name: Phone: Email: Address:		
Name: Phone: Email: Address:		

Attach additional pages using the same format as necessary.

Segmenting Scope(s) of Work for MBE/WBE/SBE Participation

Describe efforts made to segment scope(s) of work to enable MBE/WBE/SBE participation.

Joint Venture Agreements with MBE/WBE/SBEs

List MBE/WBE/SBEs involved in the joint venture agreement.

Name and Contact of MBE/WBE/SBE	Certification Type (MBE/WBE/SBE) *list all that apply	Scope of Work	% of Total Bid
Name: Phone: Email: Address:			
Name: Phone: Email: Address:			
Name: Phone: Email: Address:			

Attach agreement documents for the joint venture agreement.

Mentor-Protégé Agreements with MBE/WBE/SBEs

List any mentor-protégé agreements with MBE/WBE/SBEs and provide supporting documentation.

Name and Contact of MBE/WBE/SBE	Certification Type (MBE/WBE/SBE) *list all that apply	Describe nature of mentor-protégé agreement
Name: Phone: Email: Address:		
Name: Phone: Email: Address:		

By signing below, the Bidder agrees that the information included in this form is accurate and complete to the best of their knowledge:

Signature: _____

Printed Name: _____

Title/Position: _____

Date: _____

FOR EIED USE ONLY

Application for Program Waiver approved:

☐ Yes ☐ No

If no, provide reasons for rejection:

Director of EIED Signature: _____ **Date:** _____

Letter of Intent (LOI) Between Prime Contractor and Subcontractor/Supplier

(Page 1 of 3)

The following Letter of Intent (LOI) is to be used by Prime Contractors and their subcontractors/suppliers. For projects under \$1 million, signed and notarized LOIs between Bidder and all subcontractors/supplies must be included in their Goal Compliance Plan at the time of submission. For larger projects above \$1 million, bidders must submit a completed LOI for all MBE/WBE/SBE subcontractors/suppliers listed in the Goal Compliance Plan at the time of submission. The LOI for all other subcontractors can be submitted after the time of submission, but before the contract is awarded. Submit a separate form for each distinct subcontractor/supplier.

Any changes to the MBE/WBE/SBE Goal Compliance Plan, including substitution or addition of an MBE/WBE/SBE subcontractor/supplier must be submitted to the Contract Administrator and approved by Hamilton County's Director of Economic Inclusion (EIED). LOIs must be submitted prior to the start of work for changes of MBE/WBE/SBEs stated in the Goal Compliance Plan.

Letter of Intent (LOI) Between Prime Contractor and Subcontractor/Supplier

(Page 2 of 3)

Prime Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Proposed Contract Amount: \$ _____

Project Solicitation Number: _____

Project Name: _____

Type of Agreement: _____
(Lump Sum/Unit Price/Commodity/Professional Service)

Period of Performance: _____

Name of Subcontractor/Supplier: _____

Certification Type (select all that apply): ☐ MBE ☐ WBE ☐ SBE ☐ N/A

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Proposed Contract Amount: \$ _____

Description of work to be performed under Subcontract:

By signing below, the Prime Contractor and the subcontractor/supplier agree that they intend to enter into a contract by which the Prime Contractor agrees to pay the contract amount and the subcontractor/supplier agrees to perform the work described herein.

Prime Contractor: _____

Name of Firm: _____

By: _____ Title: _____
(Signature)

Print Name: _____ Date: _____

Subcontractor/Supplier: _____

Name of Firm: _____

By: _____ Title: _____
(Signature)

Print Name: _____ Date: _____

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me on the ____ day of _____, 20____

Notary Public _____

Printed Name of Notary _____

Prime Contractor Substitution Request Form

(Page 1 of 4)

APPLICABLE POST AWARD

No changes to the *MBE/WBE/SBE Goal Compliance Plan* are permitted after submittal of the Bid and before the award of the Trade Contract. After Trade Contract award, changes to the *MBE/WBE/SBE Goal Compliance Plan* must be requested through the Contract Administrator and approved by Hamilton County's Director of Economic Inclusion (EIED).

Submission and Evaluation of Requests

Where a Bidder discovers after award of the Trade Contract that the *MBE/WBE/SBE Goal Compliance Plan* must be changed or a substitution must occur, the Bidder must request changes through the Contract Administrator and receive approval by the Director of EIED using the attached form. The form must be notarized.

The written request must state specific reasons for the proposed change or substitution. Sworn statements from the subcontractor/supplier to be substituted stating why it cannot perform on the Project may be submitted to support the request. The facts supporting the request must not have been known nor reasonably should have been known by the Bidder and/or proposed subcontractor/supplier prior to the submission of the *MBE/WBE/SBE Goal Compliance Plan*.

The following conditions constitute examples of acceptable reasons for changes:

- Unavailability of subcontractor/supplier after receipt of reasonable notice to proceed;
- Failure to perform the scope(s) of work;
- Financial incapacity;
- Failure to honor bid or proposal price within a reasonable period of time after original submittal;
- Failure of subcontractor/supplier to meet bonding, insurance, or licensing requirements specified in the solicitation;
- Withdrawal of bid or proposal by subcontractor/supplier;
- When the County determines that it is in the best interest of the Program and the County.

Where the reason is a valid mistake or disagreement on the scope(s) of work, the request must document all efforts made by the parties to reach an agreement for a reasonable price for the corrected scope(s) of work.

Good Faith Efforts on Substitutions and Additions of MBE/WBE/SBE Subcontractor/Suppliers

When a change or substitution of an MBE/WBE/SBE is requested, the Prime Contractor still must continue to make Good Faith Efforts to meet the goal as submitted in the *MBE/WBE/SBE Goal Compliance Plan*.

Prime Contractor Substitution Request Form

(Page 2 of 4)

Project Solicitation Number: _____ Date: _____

Project Name: _____

Prime Contractor: _____

Total Trade Contract Price: _____

Participation Goals Stated in Solicitation: MBE: _____ WBE: _____ SBE: _____

Actual Participation Prior to Proposed Change: MBE: _____ WBE: _____ SBE: _____

Participation After Proposed Change: MBE: _____ WBE: _____ SBE: _____

The Prime Contractor on the above Project requests approval of the following addition and/or deletion of subcontractor/suppliers as submitted in the MBE/WBE/SBE Goal Compliance Plan included in the Bid. (Submit a separate form for each proposed change.)

PROPOSED DELETION:

Name of subcontractor/supplier: _____

Certification Type (select all that apply): ☐ MBE ☐ WBE ☐ SBE ☐ N/A

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone Number: _____

Amount of Subcontract: \$ _____ Percent of Trade Contract: _____

Description of Work: _____

PROPOSED ADDITION: *Attach Good Faith Efforts documentation, if applicable. See preceding page for instructions.*

Name of subcontractor/supplier: _____

Certification Type (select all that apply): ☐ MBE ☐ WBE ☐ SBE ☐ N/A

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone Number: _____

Amount of Subcontract: \$ _____ Percent of Trade Contract: _____

Description of Work: _____

REASONS FOR REQUESTING CHANGE: Attach supporting documentation as necessary. A statement from the subcontractor/supplier to be removed stating why it cannot perform on the Project may be submitted to support the request.

AFFIDAVIT

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that this affidavit shall become a part of my Trade Contract with Hamilton County.

Name and Title (Print): _____

Signature: _____ Date: _____

State of: _____

County of: _____

On the ____ day of _____, 20____, _____ personally appeared and having been duly sworn by me, subscribed to the foregoing affidavit and has stated that the facts stated therein are true and correct.

Notary Public: _____

Printed Name of Notary: _____

FOR EIED USE ONLY:

Substitution Request Form Approved:

☐

Yes

☐

No

COMMENTS:

Director of EIED Signature: _____ **Date:** _____

Click Here to Access the Hamilton County BOLD Contractors Directory for Subcontractors: [Hamilton County BOLD Contractors List](#).

Once on the website, scroll down and click on “*BOLD Contractor List (XLSX)*”, on left side of page, to sort for the types of subcontractors you are looking for.



AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

The Banks 3C Guard Booth, Foundation & Electric
Mehringer Way
ITB # 038-25

THE OWNER:
(Name, legal status, address, and other information)

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

THE ARCHITECT:
(Name, legal status, address, and other information)

THP Limited, Inc.
221 E. Fourth Street, Suite 1150
Cincinnati, OH 45202

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	ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 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 Bidders, as amended herein, the bid form, and any other sample bidding and contract forms. The Contract Documents consist of the form of Agreement between the Owner and Contractor, as amended, and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 1 of the Agreement.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction and in other Contract Documents apply to the Bidding Documents.

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

§ 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 deleted by 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, or that does not change, 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.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 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 observations with the requirements of the Contract Documents;
 - .1 A pre-bid meeting will be held as noted in the Advertisement for Bid. All Bidders are strongly encouraged to attend the pre-bid meeting, but attendance is not mandatory prerequisite to bidding. However, all Bidders are required to visit the Site prior to the Bid date to thoroughly familiarize themselves with existing conditions affecting the Work.
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the Contract Documents.

§ 2.2 Bid Preparation Costs

§ 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 Invitation to Bid 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 Distribution

§ 3.1.1

(Paragraphs deleted)

Refer to the Advertisement for Bids for procedures to acquire Bidding Documents.

§ 3.1.2 Bidding Documents will be issued to anyone registering their interest in the process.

§ 3.1.3 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

(Paragraph deleted)

§ 3.1.4 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study and compare the various the Bidding Documents, shall compare the Bidding Documents with other work being bid concurrently or presently under construction to the extent it related to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall immediately notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least ten (10) days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Bidders shall submit all requests for clarification and interpretation of the Bidding Documents via email to: hamcopurchasingquotes@hamilton-co.org or via fax to: (513) 946-4335. Bidders must include the Project Name and ITB number on its written request.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not 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. Bidder represents that the Bid amount set forth on its Bid form is based on the specified standards set forth in the Bidding Documents, including those set forth by Addenda.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

- .1 Alternatively, if the Bidder wishes to propose substitutions which have not been considered prior to submission of Bids, Bidder may list said substitution(s) on the Substitution Request Form included as a part of the Bidding Documents. The Substitution Form shall be submitted with a Bidder's Bid Form. Bidder shall clearly define the proposed substitution and indicate the difference in cost, if any, from its Base Bid indicated on the Bid Form. If no substitutions are proposed, Bidder shall state such on the Substitution Form. Proposed substitutions shall not be considered in the determination of the low Bid. The Architect's approval or disapproval of a proposed substitution shall be final. The Owner shall accept or reject the proposed substitution prior to execution of the Contract.

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

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

The Owner shall transmit all Addenda to all registered Bidders via email. Bidders shall make certain it has provided Owner with its current email address. Additionally, all Addenda will be uploaded to ARC Document Solutions and BidSync.

§ 3.4.2 Addenda will be available where Bidding Documents are maintained for inspection purposes.

§ 3.4.3 If within seventy-two hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays, the Owner seeks to issue Addenda and mail or otherwise furnish to persons who have obtained the Bidding Documents any modification of the plans or specifications and estimated cost for the Project, the time for opening of bids shall be extended one week, with no further advertising of Bids required.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms 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" or as required by the bid form. 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 must submit each separate Bid item in a separate sealed envelope in order to expedite the Bid opening and recording process.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction

where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the
(Paragraphs deleted)
bid security in the form and amount required in Article 7, herein.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall 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.

(Paragraphs deleted)

§ 4.2.3. The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit
(Paragraphs deleted)
one (1) original and two (2) copies of its Bid by mail or hand-delivered to the Hamilton County Purchasing Department, Room 507, County Administration Building, 138 East Court Street, Cincinnati, Ohio 45202.

§ 4.3.2 Paper 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 and Bid number, 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.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the Invitation to Bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted. The time clock in the Hamilton County Purchasing Department's office will serve as the official timepiece of the date and time that sealed bids are received; and will be the sole factor in determining if bids are received in a timely manner in order to be considered.

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

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 Except as otherwise provided Article 4.4.4 herein, 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.

§ 4.4.4 Procedure for Withdrawal of Bid

- .1 A Bidder may withdraw its Bid from consideration if the price bid was substantially lower than the other Bids, providing the Bid was submitted in good faith, and the reason for the price bid being substantially lower was a clerical mistake as opposed to a judgment mistake, 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. Notice of a claim of right to withdraw such Bid must be made in writing filed with the Owner within two (2) business days after the conclusion of the bid opening procedure.
2. No Bid may be withdrawn when the result would be the awarding of the contract on another Bid of the same Bidder.
- .3 No Bidder who is permitted to withdraw a Bid shall for compensation supply any material or labor to, or perform any subcontract or other work agreement for, the person to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Bid was submitted, without the approval of the Owner. The entity to whom the contract was awarded and the withdrawing Bidder are jointly liable to the Owner in an amount equal to any compensation paid to or for the benefit of the withdrawing Bidder without such approval, in addition to the penalty provided in section 2913.31 of the Revised Code.
- .4 If a Bid is withdrawn under authority of this section, the Owner may award the contract to the next lowest bidder or reject all Bids and resubmit the project for bidding. In the event the Owner resubmits the project for bidding, the withdrawing Bidder shall pay the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.
- .5 The Owner, if it intends to contest the right of a Bidder to withdraw a Bid, shall hold a hearing thereon within ten (10) days after the opening of such Bids and issue any order allowing or denying the claim of such right with five (5) days after such hearing is concluded. The Owner shall give to the withdrawing Bidder timely and reasonable notice of the time and place of any such hearing. The Owner shall make a stenographic record of all testimony, other evidence, and rulings on the admissibility of evidence presented at the hearing. Such order may be appealed under section 119.12 of the Ohio Revised Code. The Bidder shall pay the costs of the hearing.
- .6 In the event the Owner denies the claim for withdrawal and the Bidder elects to appeal or otherwise refuses to perform, the Owner may reject all Bids or award to the next lowest Bidder.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

The Bid for which the award is to be made shall be opened at the time and place named in the Advertisement or Invitation to Bid, 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 Project for which Bids are solicited is issued and mailed or otherwise furnished to persons who have obtained Bidding Documents for the Project, for which the time for opening of bids shall be extended one week, with no further advertising of Bids required.

§ 5.2 Rejection of Bids

The Owner shall have the unrestricted 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, in its sole discretion.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest and best Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests. Owner reserves unrestricted privilege to reject any, part of any, or all of Bids received and to waive any informalities in bidding. In determining the lowest and best Bidder, the following criteria will be considered in addition to the 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 County 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.

§ 5.3.2 Unless Owner rejects all Bids, a Contract will be awarded as soon as practicable after the opening of Bids.

§ 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:

- .1 Architect and the Project Executive 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 Owner.
- .3 Written confirmation by the Surety shall be submitted to the Owner that it has reviewed the Bid in question and finds it to be in compliance with Contract Documents. 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 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 Bidder on the basis of the sum of the Base Bid and Alternates accepted.

§ 5.3.5 No Bid nor any obligation hereunder to be assumed by the Owner, shall be considered accepted until such time as Owner, or Owner's representative, may deposit in the 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

Bidder shall be required to attend a post-bid, pre-award meeting with the Architect.

§ 6.2

(Paragraphs deleted)

Submittals

(Paragraphs deleted)

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

§ 6.2.2 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder must submit an acceptable substitute person or entity.

§ 6.2.3 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no 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 Owner and Architect.

ARTICLE 7 BID GUARANTY AND PERFORMANCE BOND REQUIREMENTS

Each Bidder shall submit, with its Bid, a Bid Guaranty, made payable to the "Board of County Commissioners, Hamilton County, Ohio" in the form of either:

- .1 A Bid Guaranty and Contract Bond for the full amount of the Bid (including Alternates) and which meets the requirements of Ohio Revised Code Section 153.54(B); or
- .2 A certified check, cashier's check or an irrevocable letter of credit pursuant to Chapter 1305. of the Ohio Revised Code in the amount equal to ten percent (10%) of the Bid (including Alternates) and which meets the requirements of Ohio Revised Code Section 153.54(C)(1).

§ 7.1. BID GUARANTY AND CONTRACT BOND

§ 7.1. The Bid Guaranty and Contract Bond shall be substantially in the form set forth in Ohio Revised Code Section 153.571 and shall serve as an assurance that upon acceptance of the Bid, the Bidder shall comply with all conditions precedent for Contract execution, within the time specified by the Owner. No other form of bond is acceptable for use as a bid guaranty.

§ 7.1.2 If the blank line on the Bid Guaranty and Contract Bond is left blank, the penal sum shall be the full amount of the Base Bid plus all additive Alternates. If the blank line is filled in, the amount shall not be less than the full amount of the Base Bid plus all additive Alternates, stated in dollar and cents. A percentage is not acceptable. In the event the blank line is filled in for an amount less than the full amount of the Base Bid plus all additive Alternates or as a percentage amount, the Bid shall be rejected.

§ 7.1.3 The Bid Guaranty and Contract Bond shall be issued by a surety company authorized to do business in the State of Ohio as surety. If the Bidder submits a Bid Guaranty and Contract Bond executed by a surety not licensed, or a surplus lines company not approved, by the Ohio superintendent of insurance to execute such a bond in Ohio the Bid shall be deemed nonresponsive and shall be rejected.

§ 7.1.4 An authorized agent must sign the Bid Guaranty and Contract Bond and the Bidder shall provide a certified and current copy of the Power of Attorney from the Surety.

§ 7.1.5 The requirements of Ohio Revised Code Section 3901.86 may be applicable requiring an Ohio resident agent to countersign the Bid Guaranty and Contract Bond. The Bidder shall determine the applicability of this provision.

§ 7.1.6 The Bid Guaranty and Contract Bond shall affirmatively state on its face that the surety is authorized to execute bonds in the State of Ohio and that the liability incurred is within the limits of Ohio Revised Code Section 3929.02.

§ 7.1.7 For successful Bidders who have submitted the Bid Guaranty and Contract Bond as bid guaranty, the Performance Bond is the Bid Guaranty and Contract Bond and no other form of Performance Bond is required.

§ 7.1.8 The cost of the Bid Guaranty and Contract Bond shall be included in the Bid.

§ 7.2 CERTIFIED CHECK, CASHIER'S CHECK OR IRREVOCABLE LETTER OF CREDIT/PERFORMANCE BOND

§ 7.2.1 A bid guaranty filed in the form of a certified check, cashier's check or an irrevocable letter of credit shall be conditioned to provide that if the Bid is accepted, the Bidder, after the awarding or the recommendation for the award of

the Contract, whichever the Owner designates, will enter into a proper contract in accordance with the Bidding Documents. If for any reason, other than as authorized by Section 9.31 of the Ohio Revised Code or division (G) of Section 153.54 of the Ohio Revised Code, the Bidder fails to enter into the Contract, and the Owner awards the Contract to the next lowest bidder, the Bidder is liable to the Owner for the difference between the Bidder's Bid and that of the next lowest bidder, or for a penal sum not to exceed ten per cent of the amount of the Bid, whichever is less. If the Owner does not award the contract to the next lowest bidder but resubmits the Project for bidding, the Bidder failing to enter into the Contract, except as provided in division (G) of Section 153.54 of the Ohio Revised Code, is liable to the Owner for a penal sum not to exceed ten per cent of the amount of 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.

§ 7.2.2 For Bidders who have submitted a certified check, cashier's check or an irrevocable letter of credit as bid guaranty, the successful Bidder shall, at the time the Contract is entered into, file with the Owner a Performance Bond for the full amount of the Contract. The Performance Bond shall be substantially in the form set forth in Ohio Revised Code Section 153.57 and shall meet all requirements set forth in Paragraphs 7.1.3, 7.1.4, 7.1.5 and 7.1.6, herein.

§ 7.2.3 The cost of the bid guaranty filed in the form of a certified check, cashier's check or an irrevocable letter of credit and any Performance Bond shall be included in the Bid.

(Paragraphs deleted)

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The successful Bidder shall promptly enter into an Agreement for the Work. The Agreement for the Work will be written on AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum, as modified by Owner and included in the Project Manual.

ARTICLE 9 ADDITIONAL REQUIREMENTS

§ 9.1 Each Bidder shall submit an original and two (2) copies of the Bid.

§ 9.2 The following attachments, completed, signed and notarized as required, shall be submitted with 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 SBE Subcontractor Utilization Plan
- .11 Bidder's Responsible Bidder Certification.
- .12 County Registration Form.

§ 9.3 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. 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 shall be named as Obligee 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. The Board of County Commissioners of Hamilton County, Ohio shall be named as Obligee on the Bid Guaranty and Contract Bond.
- .3 Bid Guaranty and Contract Bond shall be supported by credentials showing the power of attorney for the attorney-of-fact of the bonding agent.
- .4 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 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.

(Table deleted)(Paragraphs deleted)(Paragraphs deleted)

BID FORM

ACKNOWLEDGMENT OF BIDDER:

Submitted by: _____
(enter company name here)

TO: The Board of County Commissioners, Hamilton County, Ohio
Hamilton County Purchasing Department
138 East Court Street, Room 507
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, Minority, Women, and Small Business Enterprise Program, Contract Form, General Conditions, Technical Specifications, Drawings, and Addenda for the Project titled:

**The Banks – Phase 3C
Guard Booth, Foundation & Electric
ITB# 038-25**

prepared by THP Limited, Inc., 100 East Eight Street, Cincinnati, Ohio 45202, 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): _____

A. BIDDER AGREEMENTS:

The undersigned Bidder Agrees:

1. To accept the provisions of these Instruction to Bidders, Supplementary Instructions to Bidders, General 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. To accept the provisions and provide all required documents contained within the Minority, Women, and Small Business Enterprise Program.
4. 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.
5. 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.
6. And certifies that (we) (he) (they) (has) (have not) previously performed work subject to the President's Executive Order No. 11246.
7. 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.
8. That the bidder will comply with any new laws or acts regulating public buying procedures.
9. Refer to additional instructions for bidder registration process (See Registration Form within the Legal Advertisement Packet).

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. A Base Bid must be submitted prior to bidding Alternates Bid unless noted otherwise in the Bid Form.
6. 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 4.3. 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 rules and laws set forth in the Ohio Revised Code for Public Bids.
2. The bidder submitting the Lowest and Best Bid per Ohio Revised Code.
3. The lowest accepted Base Bid and "Accepted" Alternate combination.
4. The bidder best meeting all required specifications.
5. Review of the required forms submitted by the Bidder at the time of the Bid Opening in compliance with the Minority, Women, and Small Business Program.
6. Substitutions not approved prior to the bid opening cannot be used in the determination of the Lowest and Best Bid Determination.
7. Substitutions will not be used in determining Lowest and Best Bids.
8. If Hamilton County and the bidder are unable to successfully come to terms regarding the bid and 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:

Bidder shall review the Legal Advertisement for project timeline, pre-bid meeting information, bidding registrations, and addendum notifications.

Bidder shall review the Summary of Work for work hours, length of project, permitting requirements, contractor and sub assignments, and prime contract arrangements (single vs multiple contracts).

Bidder shall assume that No Asbestos removal or remediation is required on this project. Any contractor suspecting asbestos shall stop work immediately and report suspicious areas to the Owner. The owner shall be responsible for removing any asbestos discovered or targeted for removal in this project.

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

TOTAL COST (LUMP SUM): _____ (in numbers)

_____ (in words)

the worded amount shall govern

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.

General Contractor Material: \$ _____ (in numbers)

General Contractor Labor: \$ _____ (in numbers)

Mechanical Material: \$ _____ (in numbers)

Mechanical Labor: \$ _____ (in numbers)

Electrical Material: \$ _____ (in numbers)

Electrical Labor: \$ _____ (in numbers)

Project Management: \$ _____ (in numbers)

Guard Booth: \$ _____ (in numbers) ***mandatory must attach detailed Guard Booth quote to bid form**

The summation of these lines should equal the Total Cost above.

G. ALTERNATES:

No Alternates.

H. SUBSTITUTIONS – Must be approved 10 days prior to bid opening, see Instruction to Bidders 3.3.2 Substitution Process. Attach all approved supporting documents for Substitution.

SUBSTITUTIONS - #

DESCRIPTION OF SUBSTITUTIONS

TOTAL COST \$: _____ (LUMP SUM ADD/DEDUCT) *(in numbers)*
(circle one)

_____ *(in words)*
the worded amount shall govern

Bidder's Name: _____

All Prime Contractors hereby acknowledge and accept all responsibilities assigned to them by the General Conditions, Minority, Women, and Small Business Program, and Division One of the Specifications. 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)

ITB#038-25
The Banks – Phase 3C
Guard Booth, Foundation and Electric

Firm Name: _____

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

Authorized Offerror *(print name)*: _____

Authorized Signature *(sign name)*: _____

Title: _____

Official Address: _____

E-mail Address: _____

Telephone Number: _____

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**Bid Submission
Documents**

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, Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on

to undertake the project known as:

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

_____ dollars (\$_____).

(If 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, 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

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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

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Guard Booth,
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**Bid Submission Documents
Complete & Submit With**

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)

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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)

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Bid Submission Documents
Complete & Submit With

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

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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

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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

DOCUMENT 001000.17

Responsible Bidder Certification

Name of Bidder

Project: The Banks – Phase 3C
Guard Booth, Foundation & Electric
ITB#038-25

Address of Bidder

Bid Reference No. _____

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 set forth in the Project Manual and Bid Documents for the Project.
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 Owner.
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 Owner.
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 hereby 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
_____ 202__.

NOTARY PUBLIC

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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.

Signature: _____

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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 _____ **SIGNATURE** _____ of,
PRINT NAME OF COMPANY _____ **Date** _____

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**BID SUBMISSION DOCUMENT
COMPLETE & SUBMIT WITH BID**

**DOCUMENT 001000.22
REGISTRATION FORM**

PLEASE READ AND ACKNOWLEDGE RECEIPT OF THIS DOCUMENT

T B 3 a B h n a n e

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
Purchasing@hamiltoncountyohio.gov

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 email this page to the Purchasing Department at Purchasing@hamiltoncountyohio.gov

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:	
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.

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SECTION 005000

AGREEMENT FORM

1. The Contract Form for this project will be AIA A101 201 .

END OF SECTION

DRAFT AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the «» day of «» in the year «2025»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

«
»»

for the following Project:
(Name, location and detailed description)

Guard Booth, Foundation & Electric ITB #038-25
Lot E, 297 Mehring Way»

The Architect:
(Name, legal status, address and other information)

«THP Limited, Inc.
221 E. Fourth Street
Cincinnati, OH 45202 »

The Owner and Contractor agree as follows.

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.

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

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, any bonds required in connection with the Project, the Contractor's Construction Schedule (as defined in Paragraph 3.10 of the General Conditions and as modified from time to time), the Schedule of Values (as defined in Paragraph 9.2 of the General Conditions), other documents listed in this Agreement, and Modifications issued after execution of this Agreement. Unless specifically defined herein, all terms shall have the meaning ascribed thereto in the General Conditions. The Contract Documents form the Contract and all are as fully a part of this Contract as if fully restated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 2 THE WORK OF THIS CONTRACT

§ 2.1 The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.2 The Contractor represents to the Owner that all of the Work shall be performed for the Contract Sum set forth in Article 4 hereof, unless a change in the Work is required. A change in the Work is not warranted if the applicable portion of the Work was reasonably inferable from or contemplated by, or a prudent contractor should have realized that same was necessary or appropriate under the Contract Documents in existence as of the date of this Agreement. During performance of the Work, the Contractor agrees to use its best efforts, exercising it best and prudent judgment, to accomplish the Work in conformance with, and as required by or described by, or referred to in, the Contract Documents.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

☒ [«X»] A date set forth in a notice to proceed issued by the Owner.

☐ [« »] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall diligently prosecute the Work and achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[☒] Not later than «Ninety» («90») calendar days from the date of commencement of the Work.

[☐] By the following date: « »

The prosecution of the Work shall conform to the Contractor's Construction Schedule, as provided in Paragraph 3.10 of the General Conditions.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 Time is of the essence to the Contract Documents and all obligations thereunder. If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.1.1 Pursuant to the terms and conditions of the General Conditions, the Contractor will prepare, for the Architect's approval, a detailed schedule of values (the "Schedule of Values") of the cost of the Contractor's Work, all elements of which will total the Contract Sum. The Schedule of Values shall categorize the Work in detail, as shown by the Contract Documents.

§ 4.1.2 The Contract Sum may be adjusted only for costs saved or incurred as a result of changes in the Work. All revisions of the Contract Sum will be made in accordance with Article 7 of General Conditions.

§ 4.1.3 The Contract Sum, as reflected in the Schedule of Values, includes all costs and expenses whatsoever arising from the Contractor's performance of the Work.

§ 4.1.4 The Contractor represents that it has based the Contract Sum on the exact materials specified in the Contract Documents. The Contract Sum is not contingent upon approval by Architect or Owner of "substitutes," as contemplated in Subparagraph 3.4.2 of the General Conditions. Any proposed substitution of materials after execution of this Agreement will be governed by the applicable provisions of the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, accepted by the Owner and included in the Contract Sum:

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

«N/A »

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, which might result in a change to the Contract Sum.)

«§ 4.6.1 Final Closeout documents must be submitted as required by the General Conditions and Specifications.»

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment, including all supporting documentation, submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in Article 9 of the General Conditions and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the tenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among various portions of the Work. The Schedule of Values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of the General Conditions;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the General Conditions; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 Progress payments made to Contractor shall be subject to the following:

(1) for labor performed prior to Substantial Completion of the Work, the progress payment shall be reduced by eight percent (8%) and made at the rate of ninety-two percent (92%) of the Schedule of Values prepared by the Contractor and approved by the Architect and

(2) provided the materials have been inspected and found to meet the specifications, the progress payment for materials delivered to and suitably stored at the Project site shall be reduced by eight percent (8%) and made at the rate of ninety-two percent (92%) of the Schedule of Values prepared by the Contractor and approved by the Architect. The retained balance shall be paid when such material is incorporated into and becomes a part of the Project.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

«After the Contract is fifty percent (50%) complete, as evidenced by payments in the amount of at least fifty percent (50%) of the Contract Sum to the Contractor, no further funds shall be retained. From the date the Contract is fifty percent (50%) complete, all retained funds shall be deposited into an escrow account designated in Section 153.63 of the Ohio Revised Code. »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of the General Conditions.

§ 5.1.9 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of the General Conditions, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

« »

§ 6.2 Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of the General Conditions, either party may commence litigation in a court of competent jurisdiction in Hamilton County, Ohio.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

«Phil Beck, Project Executive
138 E. Court Street, Room 603
Cincinnati, OH 45202

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

«

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in the General Conditions.

§ 8.5.2 The Contractor shall purchase and provide bonds as set forth in the General Conditions.

§ 8.6 Other Provisions

§ 8.6.1 The Contractor must verify all materials, equipment and labor entering into the Work for conformance with the Contract Documents and must keep such full and detailed accounts as may be necessary for proper financial management under the Contract. The system and method of accounting is subject to Architect's approval. Architect and Owner, and their agents and employees, will be afforded access to all the Contractor's records, books, correspondence, instructions, receipts, vouchers, memoranda, and similar data relating to the Contract, and the Contractor must preserve all such records and provide such access for a period of three (3) years after the date of Substantial Completion.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified and amended
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified and amended (the "General Conditions"), contained in the Project Manual dated September 11, 2024.
- .3 The following Drawings as may be revised by the Architect during the course of the Project:

Number	Title	Issue Date
A101	Title Sheet & Project Notes	September 11, 2024
A 102	Elevations and Sections	August 29, 2024
E 001	Legend and Index	September 11, 2024
E 002	Single Line and Panel Board Schedule	September 11, 2024
E 101	Site Plan-Electrical	September 11, 2024

- .4 Specifications set forth in the Project Manual for the Project:

Section	Title	Date	Pages
133440	Specifications Guard Booth	September, 2024	
Section 26	Electrical Index and Specs	September, 2024	
	Design Sheets, Attachment C	September, 2024	

- .5 Addenda, if any:

Number	Date	Pages

- .6 Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .7 Other documents, if any, listed below:

«The following documents contained in the Project Manual for the Project:

- | | |
|---|----------|
| 1. Minority, Women, and Small Business Program, Attachment B | 29 pages |
| 2. Guard Booth, Foundation & Electric Bid Specifications Attachment C | 1 page |
| 3. Guard Booth, Foundation & Electric Drawings Attachment D | 1 page |
| 4. Section 133440 Attachment E | |

The following documents executed and submitted by Contractor for the Project:

- | | |
|--|--------|
| 1. Executed Personal Property Tax Statement | 1 page |
| 2. Responsible Bidder Form | 1-7 |
| 3. Bid Form, Attachment A | 1 page |
| 4. Executed Non-Collusion Affidavit of Bidder | 1 page |
| 5. Executed Warranty Against an Unresolved Finding for Recovery | 1 page |
| 6. Bidder's Certification Concerning Equal Employment Opportunity Requirements | 1 page |
| 7. Executed Substitution Form (No Substitutions) | 1 page |
| 8. Executed Bid Guaranty and Contract Bond | 1-4 |

Contractor's Construction Schedule
Contractor's Schedule of Values

This Agreement entered into as of the day and year first written above.

**Board of County Commissioners, Hamilton
County, Ohio**

OWNER *(Signature)*

«Jeffrey Aluotto, »«Administrator»

(Printed name and title)

CONTRACTOR *(Signature)*

« »« »

(Printed name and title)

Approved as to Form:

Assistant Prosecuting Attorney

The Banks – Phase 3C
Guard Booth,
Foundation & Electric
June 6, 2025 (Bid Set)
THP No. 98090.41

SECTION 006100
CONTRACT BOND
(Section 153.57 Ohio Revised Code)

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

(Here insert full name and address or legal title of Contractor)

as Principal and _____
(Here insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto The Board of County Commissioners
Hamilton County, hereinafter called the Obligee, in the penal sum of

_____ dollars (\$_____),

for the payment of which 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 Principal
did on the

_____ day of _____, 20____, file with the Obligee, a proposal for the erection
and completion of:

NOW, THEREFORE, after awarding of the said contract in accordance with the proposal,
plans, details, specifications and bills of material, which said proposal faithfully perform
each and every condition of such contract and indemnify the Obligee against all damage
suffered by failure to perform such contract according to the provisions thereof and in
accordance with the plans, details, specifications and bills of material therefor; and pay all
lawful claims of subcontractors, materialmen and laborers, for labor performed or material
furnished in carrying forward, performing or completing of said contract, we agreeing and
assenting that this undertaking shall be for the benefit of any subcontractor, materialmen 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

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in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said Surety on this bond, and does hereby waive notice of any modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____ day of _____, 20____

Principal

By:_____

Title:_____

Surety

By:_____

Attorney-in-Fact

Surety company address

Surety Agent's name and address

The Banks – Phase 3C
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June 6, 2025 (Bid Set)
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SECTION 006150
ESCROW AGREEMENT

Agreement made on _____, _____, between The Board of County Commissioners, Hamilton County, Ohio, hereinafter called County, and _____, hereinafter called escrow agent.

WHEREAS, the County and _____, hereinafter called contractor, have entered into a contract identified as _____; and,

WHEREAS, Section 153.12, et. seq., Ohio Revised Code, requires the County to retain certain funds due to the Contractor in order to assure completion of the project which is the subject of the above mentioned contract; and,

WHEREAS, Section 153.63, Ohio Revised Code, provides for the placement of funds retained by the County in an escrow account;

NOW, therefore, it is agreed that:

1. County and Contractor agree to employ _____, to act as escrow agent in connection with funds retained by the County pursuant to the provisions of the contract identified as _____.
2. The escrow account shall be opened on or before _____, _____, with the deposit by the County with the escrow agent, the sum of _____ dollars. The escrow agent shall deposit such funds with the _____
(Bank) (Savings & loan)
in an interest earning savings account.
3. The escrow agent shall hold the escrowed principal and income until receipt of notice from the County and the Contractor, or until receipt of an arbitration order specifying the amount of the escrowed principal to be released and the person to whom it is to be released. Upon receipt of the notice or order, the agent shall promptly pay such amount of principal and a proportionate amount of the escrowed income to the person indicated.
4. The escrow agent may commingle the escrowed funds with funds held pursuant to other escrowed agreements.
5. The escrow agent shall be paid nothing, for its services.

IN WITNESS WHEREOF, the parties have executed this agreement at _____

on the _____ day of _____, _____.

The Banks – Phase 3C
Guard Booth, Foundation & Electric
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THP No. 98090.41

The Board of County Commissioners, Hamilton County, Ohio

By: _____
County Administrator

Witness

Witness

By: _____
Contractor

Witness

Witness

_____ hereby accepts employment as
escrow and hereby agrees to meet the obligations and perform the duties of escrow agent as set forth
in the foregoing agreement.

Date: _____

Escrow Agent

The Banks - Phase 3C
Guard Booth,
Foundation & Electric
June 6, 2025 (Bid Set)
THP No. 98090.41

SECTION 007200

GENERAL CONDITIONS

1. General Conditions AIA A201-2017 amended is included and attached.

END OF SECTION

DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«The Bank»
«Guard Booth , Foundation & Electric– ITB 038-25»
«Elm Street- Mehring Way»
«Cincinnati, OH 45202»

THE OWNER:

(Name, legal status and address)

«Board of County Commissioners,»
«Hamilton County, Ohio»
«Todd B. Portune Center for County Government»
«138 East Court Street, Room 603»
«Cincinnati, OH 45202»

THE ARCHITECT:

(Name, legal status and address)

«THP Limited, Inc.»
«221 E. Fourth Street, Suite 1150 »
«Cincinnati, OH 45202»

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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.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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 Agreement, any bonds required in connection with the Project, the Contractor's Construction Schedule (defined in Section 3.10 herein) (as modified from time to time), the Schedule of Values (as defined in Section 9.2 herein), other documents listed in the Agreement, and Modifications issued after execution of the Agreement. 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 Architect.

- .1 The Contract Documents shall be interpreted to include all items necessary for the proper execution and completion of the Work.
- .2 If there is an inconsistency in the quantity or quality of the Work required by the Drawings or Specifications, the greater or better quality, as determined by the Architect, shall be provided, unless the Architect issues contrary instructions in writing. The Drawings and Specifications for all trades are complementary, and must be referred to in determining the complete scope of the Work of the Contractor or any of its Subcontractors.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction (the "Contract"). 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 Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's 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, services, inspection, testing, tools, supplies, fuel, transportation, installation, temporary facilities, supervision, and clean-up 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. The Contractor shall pay all costs of the performance of all its obligations under the Contract, even if such costs exceed the Contract Sum.

§ 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 contractors and by the Owner's own forces.

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§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, 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 Architect and the Architect'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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 The Project Manual

The Project Manual is the volume assembled for the Work which includes the bidding requirements, sample forms, Conditions of the Contract, Specifications, Drawings and all Addenda issued prior to the execution of the Agreement.

§ 1.1.10 Project Site

The Project Site is the area within the Owner's property lines for the Work, and any adjacent properties affected by the Work. This definition of the word "Project Site" shall apply whether or not the words "Project Site" are capitalized. The term "Site" shall have the same meaning as the term "Project Site".

§ 1.1.11 Approved

When the words "approved," "satisfactory," "proper" or "as directed" are used, approval by the Owner or Architect, as applicable, shall be understood.

§ 1.1.12 Provide

When the word "provide" including derivative thereof, is used, it shall mean to properly fabricate, complete, transport, deliver, install, erect, construct, test and furnish all labor, materials, equipment, apparatus, appurtenances, and all items and expenses necessary to properly complete in place, ready for operation or use under the terms of the Specifications.

§ 1.1.13 Addenda

Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including the Drawings and Specification, by additions, deletions, clarifications or corrections.

§ 1.1.14 Bulletins

Bulletins are written or graphic instruments issued by the Architect after the execution of the Contract which request a proposal from the Contractor that, if accepted by the Owner, will cause the execution of a Change Order to modify the Contract Documents.

§ 1.1.15 Knowledge

The terms "knowledge," "recognize" and "discover," and their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows, recognizes and discovers in exercising the care, skill and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

§ 1.1.16 Persistently

The phrase “persistently fails” and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, which causes the Owner or the Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in substantial compliance with the requirements of the Contract Documents.

§ 1.1.17 Supplementary Instructions

Written interpretations necessary for the proper execution of the Work in the form of Supplementary Instructions will be issued with reasonable promptness by the Architect. Supplementary Instructions may either be instructions, drawings, or additional information but shall not change the Contract Sum or Contract Time without subsequently executed Change Orders (collectively, “Supplementary Instructions”).

§ 1.2 Execution, Correlation and Intent of the Contract Documents

§ 1.2.1 Execution of the Agreement by the Contractor is a representation that the Contractor has visited the Site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents, and that the Contract Documents are full and complete, are sufficient to have enabled the Contractor to determine the cost of the Work and that the Contract Documents are sufficient to enable it to construct the Work outlined therein, and otherwise to fulfill all its obligations hereunder, including, but not limited to, the Contractor’s obligation to complete the Work for an amount not in excess of the Contract Sum on or before the date of Substantial Completion established in the Agreement. The Contractor specifically represents and warrants to Owner that it has, by careful examination, satisfied itself as to: (1) the nature, location and character of the Project; (2) the nature, location and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the costs and timeframe required by the Contract Documents; (4) local conditions bearing on transportation, disposal, handling and storage of materials; (5) work being performed by others; and (6) the extent to which existing work which may affect operations under the Contract Documents. In connection with the foregoing, and having carefully examined all Contract Documents, as aforesaid, and having visited the Project Site, the Contractor acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities or conflicts in the Contract Documents and that if it becomes aware of any such discrepancies, omissions, ambiguities or conflicts, it will promptly notify Owner and Architect of such fact. The Contractor shall make all investigations essential to the full understanding of the difficulties which may be encountered in performing the Work and assumes the risk of the actual conditions of the Work, the Project Site, and its surroundings notwithstanding any variances between the actual conditions and those shown or represented in the Contract Documents or surveys and other data provided by the Owner. The Contractor, regardless of any such conditions relevant to the Work, the Project Site or its surroundings, shall complete the Work for the Contract Sum (except in the case of changes in the Work which may be made pursuant to Article 7 herein). Contractor shall not be entitled to any adjustments in the Contract Time or Contract Sum as a consequence of matters discovered during the prosecution of the Work that should have been discovered by Contractor in complying with the provisions of this Agreement.

§ 1.2.2 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 Agreement and the Contract Documents are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if i) any provision of the Agreement irreconcilably conflicts with a provision of any other Contract Document, or ii) there is an irreconcilable conflict among the Contract Documents the provision granting greater rights or remedies to the Owner, or imposing the greater duty, standard, responsibility or obligation on the Contractor shall govern. The Contractor shall be bound by each of the Contract Documents as if the text of each were written verbatim into the Agreement.

§ 1.2.2.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Contract.

§ 1.2.3 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.

§ 1.2.4 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 Architects. A defined term which is not capitalized herein shall have the defined meaning ascribed thereto, as the context requires.

§ 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 Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect’s Service through which the Work to be executed by the Contractor is described. The Contractor may retain one (1) contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them, but all title, ownership and copyright privileges are and at all times shall be vested in the Owner, who will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor’s record set, shall be returned or suitably accounted for to the Owner, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license by the Owner to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect on behalf of the Owner. Submittal or distribution to meet official regulatory requirements of for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s copyright or other reserved rights of the Owner.

- .1 Similar protections and limitations on use shall be extended to Drawings, Specifications, and other documents prepared by the Architect’s or Owner’s consultants that are included in the Contract Documents.
- .2 Documents prepared by the Architect are identified with the Architect’s or the Architect’s consultants’ names.

§ 1.5.2. The Contractor shall be responsible for any loss or damage to all Contract Documents while they are in the Contractor’s possession or control, and any loss or damage thereto shall be restored at the Contractor’s expense. The Owner shall be allowed unrestricted access to all Contract Documents under Contractor’s possession or control. All documents prepared by the Contractor pursuant to this Agreement shall be made in reproducible form.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

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 Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The Owner for this Project is:

Board of County Commissioners, Hamilton County, Ohio
Todd Portune Center for County Government
138 East Court Street, Room 603
Cincinnati, Ohio 45202

§ 2.1.2 The Owner shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedure, or safety precautions and programs in connection with the Work. The Owner shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents, or for the acts or omissions of the Contractor, Subcontractors, any of their respective agents or employees, or any other persons performing any of the Work. The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, the notice of commencement required by Ohio Revised Code §1311.252.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon the reasonable written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

§ 2.2.2 Following commencement of the Work and upon the reasonable written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish existing 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.

§ 2.3.5 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.

§ 2.3.6 Contractor shall obtain all necessary copies of the Contract Documents for performance of the Work, both for its own work and that of all Subcontractors, at no additional cost to the Owner. Contractor may order reproductions at Contractor's expense, from the Architect. No copies of Contract Documents will be available from the Owner or Architect except as provided herein.

§ 2.4 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 persistently fails to carry out Work in accordance with the Contract Documents, or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time or fails to remove and discharge (within ten (10) calendar days) any lien filed upon the Owner's public funds by anyone claiming by, through, or under Contractor, or disregards the instructions of the Architect or the Owner when based on the requirements of the Contract Documents, after consultation with the Architect, 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. The Architect, with Owner's prior approval, is empowered to order the Contractor to stop the Work or any portion thereof on the Owner's behalf.

§ 2.5 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 three (3) day period after receipt of notice from the Owner and/or Architect to commence and continue correction of such default or neglect with diligence and promptness as such is determined in the sole discretion of the Owner and/or Architect, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall promptly 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 Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's 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 Contractor warrants that it has visited and examined the Project Site and the character thereof and is familiar with all existing structures thereon, and is satisfied with the nature of the Work and all Project Site-specific matters affecting the Work. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once. The Contractor shall review specified materials and procedures and advise the Architect in writing of (1) concerns regarding specified requirements and (2) recommended alternative materials or procedures. The accuracy of grades, elevations, dimensions or locations on work installed by other contractors is not guaranteed by the Architect or Owner. The Contractor shall verify the accuracy of all grades, elevations, dimensions and locations relating to the Work. In cases of interconnection or interfacing of the Contractor's Work with other work, it shall verify at the Project Site all dimensions relating to such other work. Any error due to the Contractor's failure to verify the accuracy of such grade, elevations, location or dimensions shall be promptly rectified by the Contractor without any additional cost to the Owner. The Contractor shall make all investigations essential to the full understanding of the difficulties which may be encountered in performing the Work, and assumes the risk of actual conditions of the Work, the Project Site, and its surrounding notwithstanding any variances between the actual conditions and those shown or represented in the Contract Documents or surveys and other data provided by the Owner. The Contractor, regardless of any such conditions relevant to the Work, the Project Site or its surroundings, shall complete the Work for the Contract Sum (except in the case of changes in the Work which may be made pursuant to Article 7 herein).

- .1 The parties expressly acknowledge that Owner and Architect shall proceed in reliance upon Contractor's warranties as set forth herein, and that the Contract Sum has been established by bid with the foregoing warranties in mind.
- .2 If Contractor performs Work, or activities relating thereto, knowing or having reason to know of a Defect, and fails to so notify Architect prior to commencing such performance, Contractor shall be solely responsible for such performance, the correction thereof, and costs, expenses, or damages arising therefrom.

§ 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 with each other relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project Site affecting it. Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect 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. All work, equipment and materials mentioned in the Specifications but not shown on the Drawings, and all work, equipment and materials shown on the Drawings but not mentioned in the Specifications, and all work, equipment and materials necessary for the completion of the Work shall be furnished, performed and done as if same were both mentioned in the Specifications and shown in the Drawings. Failure of the Contractor to call to the Architect's attention, in writing, any such conflicts prior to ordering, fabricating or installing shall result in the Contractor's re-ordering, re-fabricating, removing existing items and re-installing the desired material at the Contractor's sole cost. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

§ 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 Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect 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 submit 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, subject to Section 15.1.7, 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 Architect 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.

§ 3.2.5 The Contractor shall perform all Work in accordance with the Contract Documents and submittals approved pursuant to Section 3.12. If any Work deviates from the requirements of the Contract Documents, the Contractor shall be solely responsible for all resulting costs, damages and expenses. No claim by Contractor (a) that the Work indicated was not constructable, or (b) that performing the Work in accordance with the Contract Documents would have caused or resulted in damages, shall be available to Contractor as a defense or a claim to reduce Contractor's liability, or to increase Contractor's compensation or the Contract Time, except to the extent such defense or claim is expressly permitted elsewhere in the Contract Documents. This provision does not limit any other rights of Owner or Architect or other obligations of the Contractor.

§ 3.2.6 Except as to any reported errors, inconsistencies or omissions, and to concealed or unknown conditions, by executing the Agreement, the Contractor represents the following:

- .1 The Contract Documents are sufficiently complete and detailed for the Contractor to (1) perform the Work required to produce the results intended by the Contract Documents and (2) comply with all the requirements of the Contract Documents.
- .2 The Work required by the Contract Documents, including, without limitation, all construction details, construction methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work; and (4) all laws, ordinances, regulations, rules and orders which bear upon the Contractor's performance of the Work.

§ 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 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 or entities 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 Work already performed to determine that such portions are in proper condition to receive subsequent Work. The Contractor shall promptly report deficient conditions in the Work in writing to the Architect and shall not begin any subsequent Work until deficient conditions are corrected. The Contractor shall allow a reasonable period of time for such corrections. Commencing any such subsequent Work shall be deemed to be an admission by the Contractor that such portions of the Project were in proper condition to receive such Work and the Contractor shall be deemed to have expressly waived any claims it may otherwise have had with respect to such condition.

§ 3.3.4 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 Architect in its administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

§ 3.3.5 The Contractor shall review all specified construction installation procedures, including procedures recommended by manufacturers or reference standards cited. If the specified procedure deviates from accepted contraction practice, or if the procedure will affect any warranties, including Contractor's general warranty, or is reasonably objected to by Contractor, Contractor shall advise Architect in writing prior to performing the affected Work, and the Contractor shall propose alternative procedures that are acceptable to Owner which will not affect the Contractor's warranty.

§ 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. The Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in this Section 3.4.2. By making requests for substitutions based on this Section 3.4.2, a Contractor requesting substitution:

- .1 Represents that the Contractor requesting substitution has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 Represents that the Contractor requesting substitution will provide the same warranty for the substitution that the Contractor requesting substitution would for that specified;
- .3 Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently became apparent; and
- .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Whether or not any proposed substitution is accepted, the Contractor shall reimburse Owner for any fees charges by the Architect or other consultants for evaluating each proposed substitution.

§ 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.

§ 3.4.4 Except as otherwise provided in the Contract Documents, Work shall be performed Monday through Friday (except Holidays) between the hours of 7:30 a.m. and 3:30 p.m. ("Regular Working Hours"). Notwithstanding the foregoing, in the event of emergency or when required to complete the Work in accordance with certain dates specified by Owner for the completion of certain portions of the Work ("Work Milestone Dates"), Work may be performed on night shifts, overtime, weekends or holidays, provided that permission to do so has been obtained from the Architect and confirmed in writing by the Owner within 24 hours of the commencement of such Work. The Contractor will not be entitled to additional compensation for Work performed outside of Regular Working Hours, except to the extent such compensation is approved, in advance and in writing, by the Owner through the Architect. In no event will Contractor be entitled to additional compensation for Work performed outside Regular Working Hours where occasioned by delays, need for repairs or other causes attributable to Contractor or its Subcontractors. Notwithstanding the foregoing and unless overtime has been requested by the Architect, the Contractor shall bear all costs of standby contractors, if any. In the event the Contractor performs any of the Work on night shifts, overtime, weekends or holidays, the Contractor shall comply with all laws, ordinances, codes, rules, and regulations applicable thereto (including, without limitation, those relating to noise). Additionally, if the Contractor elects to perform Work after Regular Working Hours, the Contractor shall reimburse the Owner for all costs and expenses the Owner incurs as a result of any such after-hours work, including, but not limited to, Additional Services fees and expenses charged to the Owner by the Architect and other contractors.

§ 3.4.5 Certified copies of all prevailing wage payrolls shall be submitted to Architect with Applications for Payment. Contractor acknowledges that it shall comply with the applicable laws in relation to wages and hours, reporting obligations and other labor requirements established by the Contract Documents. Contractor shall maintain and exercise control over all employees engaged in the performance of the Work; provided, however, Contractor shall remove or cause to be removed from the Project Site any employee whose presence is determined by Owner or Architect to be detrimental to the efficient and timely completion of the Work required by the Contract Documents.

§ 3.4.7 In the event Owner shall furnish any materials, labor, equipment or temporary site facilities (such as storage, sheds, water, heat, light, power, toilets, hoists, elevators, scaffolding, inclement weather protection, ventilation, pumps, watchmen service and the like), it shall be only to the extent specifically stated in the Contract Documents or by Change Order to the Contract. Whenever the Contractor uses the same, Contractor, its successors and assigns, agree to release, defend, indemnify and hold harmless Owner and its agents and employees, from and against all liability for injuries to persons, damage to property and any and all costs and expenses, including attorneys' fees, resulting from any claims or causes of action against Owner or its agents or employees, arising from the use or occupancy of such items by Contractor, or its employees, agents, successors or assigns. Unless otherwise specifically stated in the Contract Documents, whenever such items are provided, they are provided "AS IS".

§ 3.5 Warranty

§ 3.5.1 In addition to all other warranties implied by law or expressed in the Contract Documents or elsewhere, the Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, in writing, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 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.

§ 3.5.4 As provided for in the Contract Documents, The Contractor shall guarantee workmanship and materials 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 Architect, no later than the date certified by Architect 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 a 1 year period shall be specifically provided for in the Contract Documents and may be fulfilled by written warranty of the manufacturer.

§ 3.5.5 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 – 2017. 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 Section 3.5.4 above, and shall continue to carry insurance to protect both the Owner and Contractors for workers engaged on punchlist items.

§ 3.5.6 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 Architect;
- .2 recommendation of any progress or final payment by Architect;
- .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.

§ 3.5.7 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.

§ 3.6 Taxes

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work 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.

§ 3.6.2 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)(13) and 5741.02(C)(2). Purchases by Contractor of expendable items or items consumed by Contractor in performance of the Work which are not incorporated into a structure or improvement to real property 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. Purchases of items by Contractor, possession and title to which are transferred to Owner that are not incorporated into the Work or a portion of the Work that constitute an improvement to real property are not subject to Ohio sales or use tax because they are purchased and resold to Owner. The resale to Owner is not subject to Ohio sales or use tax pursuant to Ohio Revised Code 5739.02(B)(1) and 5741.02(C)(2). Examples of such items include, but are not limited to, carpeting and padding. Owner shall provide tax exempt certificates to Contractor upon Contractor request.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as 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. Contractor shall furnish Architect copies of any such permits or licenses upon receipt by Contractor.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to 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.

§ 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 Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 If the Contractor performs Work knowing or being in a position to know 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.

§ 3.7.5 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 and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect 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 that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect 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 Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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 and Architect. 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 and not in the allowances; and
- .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, shall have full authority to act on Contractor's behalf in all matters necessary for the proper coordination, direction and technical administration of the Work 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 notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice 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 or Architect 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.

§ 3.9.4 The superintendent shall be in attendance at the Project Site not less than eight (8) hours per day, five (5) days per week, or any other time period when Work is being performed, unless the Work is suspended due to a general strike or conditions beyond the control of the Contractor, until the date of Final Completion. The superintendent shall not be employed on any other project for or by the Contractor or any other entity during the course of the Work, unless requested in writing by the Contractor and approved by the Owner.

§ 3.9.5 Prior to execution of the Agreement, Contractor shall provide a listing of Contractor's key staff, including the superintendent which shall be committed to the Project during the Contract Time. Contractor represents and warrants that it shall commit such personnel, in terms of expertise and number, to fulfill its obligations and duties under this Agreement.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's Construction Schedule for the Work. The Construction Schedule shall be related to the entire Project Construction Schedule and contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

- .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 as may be acceptable to the Owner and the Architect.
- .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 Owner (as necessary), the Architect, the Contractor's field supervisor, and each Subcontractor's field supervisor shall attend. Progress meetings shall be held at the Project Site. 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 as to properly advance the Work and so that the Project, in the opinion of the Architect, 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 and the Architect 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 Architect 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 Architect shall have the right to require the Contractor and its Subcontractors to take whatever steps are necessary, including Extraordinary Measures (as defined in Section .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 Architect's and/or Owner's request to take such action, notify the Owner and the Architect in writing and implement the steps which the Contractor proposes to take to remedy such situation and provide the Architect and the Owner, in a form acceptable to the Owner and the Architect, 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 Architect, 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.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The Contractor shall cooperate with the Architect 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.

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

§ 3.10.6 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 Architect. This report shall be updated and submitted on a regular basis to Owner and Architect or more often as directed by the Architect. 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.

§ 3.10.7 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 Architect or more often as directed by the Architect.

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.

§ 3.10.8 In the event the Owner or Architect 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 Architect 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 Architect 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 Section 3.10.8.
- .2 The rights furnished under or pursuant to this Section 3.10.8 may be exercised as frequently as the Owner or Architect 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 Section 3.10.9 may be grounds for an extension of the Contract Time, if permitted under Section 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 Architect 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 Architect's prior written consent to any proposed interruption of utility services by Contractor. Contractor shall notify Architect 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 Architect.

§ 3.11 Documents and Samples at the Site

§ 3.11.1 The Contractor shall make available, at the Project Site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. Further, with respect to the Project, Contractor shall maintain accounting records for Work authorized to be performed pursuant to unit costs, Work performed on a time and material basis and for other Work requiring specialized accounting records. Contractor shall review for accuracy and completeness the Record Drawings to be developed by the Architect from the "As-Built" drawings to be maintained by the Contractor as noted above. Contractor shall maintain and deliver to the Architect for transmittal to the Owner upon completion of the Work, in a format acceptable to the Owner, all equipment information, applicable handbooks, maintenance and operation manuals and instruction and other related documents. Further, Contractor shall maintain a current roster of companies who have or are working on the Project, with names and telephone numbers of key personnel; said list to be delivered to the Architect upon completion of the Work. Finally, Contractor shall maintain all reports, estimates, meeting minutes, logs, progress photos, sketches, recordings, computer data, accounting records, cost data, Subcontracts,

purchase orders and other information, whether generated by or on behalf of the Contractor or received from the Architect, Owner, Subcontractor or other parties involved with the Project, during the course of the Project and for a period of seven (7) years following Substantial Completion. Said documents shall be available for review, inspection and copying by the Owner or Architect during regular business hours.

§ 3.11.2 Beginning with commencement of the Work, and at all times required by Architect, Contractor shall furnish procurement reports, monthly reports, shop drawing logs, test reports and all other information required by Architect. Upon commencement of the Work, Contractor shall submit a Daily Report Form, (forms to be furnished by Architect) on a daily basis. This Report shall be executed by Contractor's designated representative and submitted to Architect by not later than 12:00 Noon of the subsequent work day.

§ 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 how 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 Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is 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 Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect 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 approved by the Architect and appropriate action concerning the submittal has been taken by the Contractor as directed by the Architect.

§ 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect 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 Architect'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 Architect on previous submittals. In the absence of such notice, the Architect'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 architecture 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 for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 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 Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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 Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project Site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project Site. Protection of construction materials and equipment stored at the Project Site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. All Construction staging shall be on-site. No construction parking will be permitted on public streets. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any areas and buildings adjacent to the site of the Work.

§ 3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project Site, including, without limitation, lavatories, toilets, entrances and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project Site, as amended from time to time. The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Architect before using the Project Site and shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements and collective bargaining agreements applicable to use and occupancy of the Project Site.

§ 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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, on a daily basis, from accumulation of waste materials and 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 The Contractor shall, at its own cost and expense, (1) keep the Project Site free at all times from all waste materials and other rubbish accumulated in connection with the execution of its Work, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom, (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean", and (4) upon final completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. The Project Site shall be kept reasonably neat and clean at all times to eliminate hazards, reduce hazard from fire, and to allow easy circulation for men and materials everywhere on the premises. Any sidewalk, roadway, or temporary passageway used by the public must be kept clean and safely usable at all times. Should the Contractor fail to perform any of the foregoing to the Owner's or Architect's satisfaction, the Owner shall have the right to perform and complete such Work itself or through others and charge the costs thereof to the Contractor.

§ 3.15.3 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor. The Owner shall have the right to retain such costs from payments due Contractor.

§ 3.15.4 If a dispute arises between the Contractor and other contractors as to their responsibility for cleaning up as required by this Section 3.15, or elsewhere in the Contract, the Owner may clean up and equitably charge the cost thereof to the several contractors. The Owner shall have the right to retain such costs from payments due Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with 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 and Architect harmless from loss on account thereof, but shall not be responsible for 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 or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them (collectively, the "Indemnitees") 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, 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), but only to the extent caused by the 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 obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. The Contractor's indemnity obligations under this Section 3.18.1 shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, the Architect, the Architect'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 Section 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 Section. 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 Section or to imply that the Contractor assumes or is responsible for only risks or claims of the type enumerated.

§ 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 Section 3.18.1 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 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 and Architect, as set forth in Section 3.18.1, and that the obligation of Contractor and its insurer to defend and indemnify Owner and Architect, 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 and Architect 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 and Architect.

§ 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 Architect'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 Architect any conflict, error, ambiguity or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Architect 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 Architect 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;
- .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, Architect and such other parties as Architect designates.

§ 3.21 CONTRACTOR'S SCHEDULES

§ 3.21.1 Unless otherwise provided in the Contract Documents, Contractor shall obtain Architect's approval in writing 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 Architect will neither impose on Architect 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 Architect, 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 Architect 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 Architect 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 and Architect 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.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The term “Architect” means the Architect or the Architect’s authorized representative. All references to “Architect” throughout the Contract Documents shall apply equally and refer to an Engineer in the event retained by the Owner to carry out the Project together with or in lieu of the Architect.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will advise and consult with the Owner and will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become familiar with the progress and quality of the portion of the Work completed, and to determine 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 Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the 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.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect’s evaluations of the Contractor’s Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect 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 information given and the design concept expressed in the Contract Documents. It is understood that the Architect’s review shall not relieve any contractor, subcontractor, manufacturer, supplier, fabricator, consultant or third party from responsibility for any deficiency that may exist or for any departure or deviations from the requirements of the

Contract Documents or form responsibility to coordinate the Work, or portions of the Work of one trade with another. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals 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 Architect'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 Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.5.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect 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 Architect 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 rendered in good faith.

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect 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 a Separate Contractor or the subcontractors of a Separate Contractor.

§ 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 Project 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the

Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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 or Architect 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 or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

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

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, 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 the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect 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.

§ 5.3.2 Notwithstanding any provision of Section 5.3.1 to the contrary, all subcontracts shall be in writing. The Contractor shall provide copies of subcontracts to the Owner. The Contractor will ensure that each such subcontract contains provisions requiring:

- .1 that the Work be performed and guaranteed in accordance with the requirements of this Contract;
- .2 submission to the Contractor of Applications for Payment under each subcontract, and reasonable time to enable the Contractor to apply for payment in accordance with Article 9;
- .3 that the Subcontractor pay sub-subcontractors in accordance with applicable state law;
- .4 that the Subcontractor purchase and maintain insurance and comply with all insurance provisions as required by Article 11;
- .5 that the Subcontractor consent to an assignment of the subcontract from the Contractor to the Owner in the event of termination of the Contractor by the Owner; and
- .6 that no liens can be filed against the Project and that Subcontractors shall require this in writing in all their contracts with sub-subcontractors and materialmen.

§ 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, subject to other terms and conditions of the Contract Documents. The Subcontractor shall not be entitled to any equitable adjustment if the Subcontractor is responsible, in whole or in part, for the suspension of the Work.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.4.4 Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor for those obligations of the Contractor that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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 and Separate 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 or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor 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 a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor 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, Separate 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 Architect 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. Owner may make changes in the Work by altering, adding to or deducting from the Work. The Contract Sum shall not be decreased or increased as a result of changes in the Work, except as expressly provided for in Section 7.3.3 or unless evidenced by a Change Order. All changes in the Work shall be requested and authorized before commencing such changes by use of written Change Order which shall not be deemed authorized and agreed upon until Change Orders have been signed and executed by Owner, Architect and Contractor. Change Order procedures set forth herein shall be the exclusive means to effect a change in the Work including (without limitation) changes in the Work requiring an adjustment in the Contract Sum or the Contract Time. Refinements of the Drawings and Specifications shall not be considered changes in the Work. In no event shall the Contract Sum be adjusted in connection with any change resulting from any defect in the Work or a correction or replacement that is attributable (or needed as a result of) the fault of Contractor or any Subcontractor, supplier or materialmen.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect 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 Architect alone.

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

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect 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.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.3 Change orders shall be executed on modified AIA Form G701-2001.

§ 7.2.4 The Contractor's signature on a Change Order shall constitute a full, final, and complete waiver and settlement of any and all claims, demands, and causes of action that Contractor has, or may have in the future, arising out of or relating to the Change Order and the occurrences, acts, omissions, or events upon which the Change Order is based. No "reservation of rights" or other attempt by Contractor to preserve, notwithstanding Contractor's signature on the Change Order, present or future claims arising out of or relating to the Change Order (or arising out of or relating to the cumulative effect of the Change Order in combination with other change orders) shall be effective unless Owner and Contractor shall both agree, in a separate writing signed by both parties contemporaneously with Contractor's execution of the Change Order, to the specific terms, conditions, scope, and duration of such reservation of rights.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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 Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 The actual and reasonable costs incurred in the performance of the Work supported by invoices, including the following maximum allowances for overhead, supervision and profit. The actual costs shall be limited as follows:
 - (a) wages paid for labor in the direct employ of Contractor in the performance of the Work in the field or in the fabrication shop under applicable collective bargaining agreements or under a salary or wage schedule prevailing in the area plus a markup to cover all overhead items applicable to payroll, such as insurance, taxes, F.I.C.A., workers' compensation, unemployment taxes, and union benefits;
 - (b) cost of materials, supplies and equipment incorporated in the Work at Contractor's net cost and out of stock unit values and equipment at net cost FOB Project Site;
 - (c) cost, including maintenance, of all materials, supplies, equipment and temporary facilities, which are consumed in the performance of the changed Work, and cost less salvage value on such items used but not consumed which remain the property of the Contractor;
 - (d) third party rental charges of all necessary machinery and equipment, exclusive of hand tools, used in performing the changed Work, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof at rental charges consistent with those prevailing in the area. Total third party rental charges on machinery or equipment rented under an agreement containing a purchase option clause shall not exceed seventy-five (75%) of the option purchase price. Contractor owned machinery and equipment used on the Project shall be charged at fifty percent (50%) AED Green Book rates. Rental shall only accrue to a maximum of the current market value of the equipment when brought on the Project Site. At that time, the equipment shall become the property of the Owner and rental charges cease. Upon completion of the Work, arrangements may be made to resell the equipment to the Contractor at salvage value;
 - (e) cost of additional premiums for all bonds and insurance which the Contractor is required by Owner or the Contract Documents to purchase and maintain and which is incurred as a result of performing the changed Work;

- (f) permit fees, royalties, damages for infringement of patents and costs of defending suits therefor, and deposits lost for causes other than Contractor's negligence or fault;
 - (g) cost of "drayage", exclusive of any drayage between shop and Project Site, only when the Contractor must hire an independent trucking firm and driver to perform special drayage services in performance of the changed Work for which Contractor's skills, manpower and vehicles are inadequate. "Drayage" does not include transportation performed or which could have been performed by Contractor's driver or vehicles but for their use on another project;
 - (h) other costs incurred in the performance of the changed Work if and to the extent approved in writing in advance in writing by Owner; and
 - (i) reasonable costs of Subcontractors in performing the Changed Work.
- .2 Actual costs of the changed Work shall exclude the following for the Contractor and any affected Subcontractors:
- (a) salaries or other compensation for officers, executives, general managers, project managers, estimators, engineers, timekeepers, surveyors, mechanics, warehouse staff, auditors, accountants, purchasing and contracting agents, draft persons, stenographers, receptionists, and other staff employees, whether or not employed at Contractor's or Subcontractor's principal office, branch office or field office at Project Site;
 - (b) expenses of principal offices, branch offices, or Project Site field offices, including without limitation the expenses for pick-up trucks, office trailers, storage trailers, rental of office or storage space, telephone, heat, lights, etc. are considered part of overhead;
 - (c) ownership cost or maintenance expenses for owned and rented equipment, including without limitation all construction equipment, trucks and vehicles, machines and all other owned equipment, required for performance of the changed Work;
 - (d) cost for purchase and maintenance of tools and major repairs to rental equipment, materials, supplies and facilities not consumed during construction or incorporated in the changed Work;
 - (e) capital expense, including interest on capital employed for the changed Work;
 - (f) overhead or general expenses of any kind, including but not limited to office or fabrication shop overhead or drafting and printing costs;
 - (g) costs due to the negligence of Contractor, Subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to injury or damage to persons or property, the correction and/or removal of defective or nonconforming Work, disposal of materials and equipment wrongly supplied, or making good damage to property;
 - (h) cost of items not specifically and expressly included in Section 7.3.4.1; and
 - (i) cost of "additional supervision" at the Project Site, which is being conducted by the current Project Site staff.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect 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.

§ 7.3.7 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.

§ 7.3.8 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 Architect. 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 Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's 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 Architect 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 Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 In Section 7.3.3, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- .1 For the Contractor, for work performed by Contractor's own forces, fifteen percent (15%) of the cost.
- .2 For the Contractor, for work performed by Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for work performed by the Subcontractor's or Sub-subcontractor's own forces, five percent (5%) of the cost.
- .4 For each Subcontractor, for work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit are to be applied shall be determined in accordance with Section 7.3.4.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except where waived by the Owner, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for which the Contractor is responsible.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect 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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor shall also proceed expeditiously with adequate forces to achieve Final Completion within the time period provided in the Agreement.

§ 8.2.4 The Contractor shall commence the Work in accordance with Section 8.3.6 hereof and shall diligently and continuously prosecute and complete the Work and coordinate the Work with the other work being performed on the Project, in accordance with the Project Construction Schedule as may be issued from time to time during the performance of the Work, and other scheduling requirements listed in this Agreement, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of the whole or any part of the Work or other work on the Project.

§ 8.2.5 The Contractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Work, providing information for the scheduling of the times and sequence of operations required for its Work to meet the Owner's overall schedule requirements. The Contractor shall continuously monitor the Project Construction Schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of other work on the Project, and shall execute the Work in accordance with the requirements of the Project Construction Schedule, including any revision thereto.

§ 8.2.6 Should the progress of the Work or the Project be delayed, disrupted, hindered, obstructed or interfered with by any fault or neglect, or act or failure to act, of the Contractor or any of its officers, agents, servants, employees, Subcontractors or suppliers, so as to cause any additional cost, expense, liability or damage to the Owner, including legal fees and disbursements incurred by the Owner (whether incurred in defending claims arising from such delay or in seeking reimbursement and indemnity from the Contractor and its Surety hereunder or otherwise), or any damages or additional costs or expenses for which the Owner may or shall become liable, the Contractor and its Surety shall and do hereby agree to compensate the Owner and to indemnify them against all such costs, expenses, damages and liability.

§ 8.2.7 As set forth in Article 3.10, the Owner, if the Owner deems necessary, may direct the Contractor to take Extraordinary Measures and, if so directed, the Contractor shall undertake said Extraordinary Measures and, provided that the Contractor is not in default under any of the terms or provisions of the Agreement or of any of the other Contract Documents, and/or otherwise caused, in whole or in part, the delay in the progress of the Work, the Owner will pay the Contractor for such actual additional wages paid, if any, at rates which have been approved in writing by the Owner, plus taxes imposed by law on such additional wages, plus workers' compensation insurance, liability insurance and levies on such additional wages if required to be paid by the Contractor.

§ 8.2.8 If the progress of the Work or the Project is delayed by any fault or neglect or act or failure to act of the Contractor or any of its officers, agents, servants, employees, subcontractor or suppliers, in whole or in part, then the Contractor shall, in addition to all of the other obligations imposed by this Agreement upon the Contractor in such

case, and at its own cost and expense, undertake such Extraordinary Measures as may be necessary to make up for all time lost in the completion of the Work and the Project due to such delay. Should the Contractor fail to make up for the time lost by reason of such delay, the Owner shall have the right to cause other contractors to undertake Extraordinary Measures and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project, and the cost and expense of such Extraordinary Measures and/or such other action shall be borne by the Contractor.

§ 8.2.9 In the event Contractor unreasonably delays the progress of Work being performed by others in connection with the Project so as to cause loss or expense for which Owner becomes liable, Contractor shall reimburse Owner for such loss or expense upon written demand.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending settlement of a Claim; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15 and this Section 8.3.

§ 8.3.2.1 All Claims for extension of time shall be made to the Owner, with a copy to Architect, within the time specified under Section 8.3.3.1 below, otherwise they shall be waived. In the case of a continuing cause of delay only one Claim is necessary, provided the Claim clearly states the cause of the delay.

§ 8.3.3 If a current controlling operation or operations of the Contractor is delayed, accelerated, or disrupted by an Unavoidable Delay (as defined in Section .2 below) then the Contract Time shall, subject to the prerequisites of Sections .1, .2, .3, .4, .5, and .6 below, be extended by the time determined by the Owner, after consultation with the Architect, to be appropriate for the delay. Any such extension of time will be granted by Change Order approved by Owner.

- .1 A "current controlling operation or operations" shall mean any element of the Work considered at the time by the Architect, as one which, if delayed, disrupted or accelerated will affect the time of Substantial or Final Completion of the Contract and otherwise impacts the critical path of the current approved Project Construction Schedule. Current controlling operation or operations shall be determined from such factors as Contractor's schedules, the nature of the Work being performed, the Contract Documents, such other information as may be timely submitted by Contractor, and the Contract completion date.
- .2 An "Unavoidable Delay" shall mean the act, neglect or default of Architect, Owner, or any Separate Contractor, force majeure, and any other event or occurrence beyond the reasonable control or fault of Contractor or its Subcontractors or suppliers at any tier. The determination of whether a claimed delay is an Unavoidable Delay and if so, its effect on completion and the time extension to be granted, shall be made by the Architect and subject to Section .3 hereafter. Delays caused by or attributable to Contractor, Subcontractors, Sub-subcontractors, or suppliers shall be non-excusable. No time extension shall be granted for a non-excusable event. Examples of such non-excusable events include, but are not limited to, poor planning, slow mobilization, failure to provide sufficient workers or adequate equipment, failure to procure necessary materials, failure to coordinate or supervise the Work, poor workmanship, accidents, or inadequate financial or other resources.
- .3 An extension of time shall not be granted for an Unavoidable Delay unless the Contractor gives written notice to Owner, with a copy to the Architect, of the claimed delay within five (5) days of its commencement. Architect may require Contractor to document the impact and duration of an excusable event and to demonstrate that all reasonable means have been used to minimize the effect of the delay as prerequisites to granting an extension of time.
- .4 If, in the opinion of the Architect, the Contractor is not proceeding with the prosecution of the Work as

scheduled, and such failure to proceed is due to the act, omission, or negligence of Contractor, any Subcontractor, Sub-subcontractor or any materialman, or the employees of any of the above, then Contractor shall, immediately, and at no additional cost, undertake such Extraordinary Measures as may be required to correct said delays and to insure no further delays to the completion of the Work called for by the Contract.

- .5 If the period of delay caused by an Unavoidable Delay, as determined by the Architect, occurs concurrent in part with a Contractor-caused or other non-excusable delay, a time extension for that portion of the impact of the excusable event on completion, which is not concurrent with the Contractor-caused or other non-excusable delay, may be granted provided that the conditions of Sections .1, .2 and .3 above are complied with for the excusable event.
- .6 Subject to the terms, conditions and limitations described in this Section 8.3.3, if Substantial or Final Completion of the Contract is affected by an Unavoidable Delay and otherwise impacts the critical path of the Project Construction Schedule and is in no way attributable to Contractor, Contractor may be entitled to reimbursement for its actual costs directly attributable to such delay, as supported by invoices and other documentation acceptable to Architect and Owner. In no event shall Contractor be entitled to recover consequential damages, lost profits, lost opportunity costs, impact damages or other similar remuneration in connection with such a delay.

§ 8.3.4 Nothing in the Contract Documents, including anything in this Section 8.3 shall preclude the Owner's recovery of damages for Contractor-caused delay, including the cost for Architect's additional services and other contractor's claims which are incurred as a result of the Contractor's unauthorized delays.

§ 8.3.5 In the event of a suspension of Work or delay or interruption of Work, the Contractor shall, and shall cause its Subcontractors to, protect carefully its or their materials and Work against loss, damage or injury and maintain completed and uncompleted portions of the Work as required by the Contract Documents. If the Owner determines that any Work or material has been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors to protect same, the Contractor shall remove and replace such Work and/or materials at its own expense.

§ 8.3.6 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of commencement and the time for completion of the Work, as specified in the Contract, are ESSENTIAL CONDITIONS of this Contract, and it is further mutually understood and agreed that the Work shall commence within seven (7) days of the date of the Notice of Commencement, which shall occur within ninety (90) days of the date bids are opened, unless the time for awarding and executing the Contract is extended by mutual consent of the Owner and the bidder whose bid the Owner accepts and with respect to whom the Owner subsequently awards and executes a Contract.

§ 8.3.7 The Contractor agrees that the Work shall be prosecuted regularly, diligently and without interruption at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time provided herein for the completion of the Work is reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

§ 8.3.8 Any liability caused by the failure of any Subcontractor to finish its portion of the Work at a scheduled time is the responsibility of the Contractor.

§ 8.3.9 It is further agreed that TIME IS OF THE ESSENCE for each and every portion of this Contract wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any portion of the Work, the new time limit fixed by such extension shall be of the essence provided that the Contractor shall not be charged with damages when the delay in completion of the Work is due to:

- .1 Any preference, priority or allocation order duly issued by any governmental authority having jurisdiction over the Project;
- .2 Unforeseeable cause beyond the control and without the fault or negligence of the Contractor,

including, acts of God, a public enemy, acts or omissions of another contractor in the performance of a separate contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather;

- .3 Any delays by Subcontractors or suppliers occasioned by any of the causes specified in Sections .1 and .2 of this Article;
- .4 A stop work order which may only be issued by the Owner through the Architect with a copy of the order sent by certified mail;
- .5 Change Orders that affect timing and cause delays that involve extra work on the part of the Contractor; or
- .6 A stop work order which may be issued by the local building authority.

§ 8.3.10 The Contractor shall, within three (3) days from the beginning of any such delay, inform the Architect in writing of the delay and document the reason for delay and time extension requested. The Architect shall review and recommend action to the Owner within ten (10) days of receipt of request for delay.

§ 8.3.11 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

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

§ 9.2.1 The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work (the "Schedule of Values"). The Schedule of Values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the Schedule of Values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.2 It is expressly understood and agreed by Contractor that the Contract Sum, at all times, as reflected in the approved Schedule of Values, shall be in balance with the cost of Work remaining to be completed. The Contract Sum, Schedule of Values and cost to complete shall be deemed to be in balance only when the undistributed proceeds of the Contract Sum, after provision for all retainage, reserves and set-offs, shall equal or exceed the amount necessary to complete the Work, including installation and startup of all fixtures and equipment required. Contractor agrees that if, for any reason, the amount of such undistributed proceeds shall at any time be or become insufficient for such purpose, regardless of how such condition may have occurred, Contractor will continue the Work until balance shall be achieved and before any further disbursement of the Contract Sum shall be made.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen (15) days before the date established for each progress payment, the Contractor shall submit to the Architect 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 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 Architect, 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 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. The Contractor shall also comply with the following requirements:

- .1 Title to such materials shall be vested in the Owner, as evidenced by documentation satisfactory in form and substance to the Owner, including, without limitation, recorded financing statements, UCC filings and UCC searches.
- .2 With each Application for Payment, the Contractor shall submit to the Owner a written list identifying each location where materials are stored off the Project Site and the value of materials at each location.
- .3 The consent of any surety shall be obtained to the extent required prior to payment for any materials stored off the Project Site.
- .4 Representatives of the Owner shall have the right to make inspections of the storage areas at any time.
- .5 Such materials shall be (1) protected from diversion, destruction, theft and damage to the satisfaction of the Owner, (2) specifically marked for use on the Project, and (3) segregated from other materials at the storage facility.

The Contractor shall reimburse the Owner for any loss or damage to such incorporated materials or equipment not covered by insurance.

§ 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, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 **Retainage Provisions:** The Owner will pay on account of the Contract as follows:

- .1 For labor performed prior to Substantial Completion of the Work, the progress payment shall be reduced by eight percent (8%) and made at the rate of ninety-two percent (92%) of the Schedule of Values prepared by the Contractor and approved by the Architect and
- .2 Provided the materials have been inspected and found to meet the specifications, the progress payment for materials delivered to and suitably stored at the Project site shall be reduced by eight percent (8%) and made at the rate of ninety-two percent (92%) of the Schedule of Values prepared by the Contractor and approved by the Architect. The retained balance shall be paid when such material is incorporated into and becomes a part of the Project.
- .3 After the Contract is fifty percent (50%) complete, as evidenced by payments in the amount of at least fifty percent (50%) of the Contract Sum to the Contractor, no further funds shall be retained. From the date the Contract is fifty percent (50%) complete, all retained funds shall be deposited into

an escrow account designated in section 153.63 of the Ohio Revised Code.

§ 9.3.5 Included with each monthly Application for Payment, Contractor shall submit sworn statements and Waivers of Lien covering all portions of the Work for which disbursement is requested to a date specified therein, and covering all Work to a reasonably current date, all in compliance with applicable mechanics lien laws of the State of Ohio and with the requirements of Owner and any title insurance company, together with invoices and other supporting data, including, but not limited to, statements and waivers of lien from all lower tier subcontractors, sub-subcontractors, material suppliers, etc., as Owner or any title insurance company may require to satisfy them that all monies due any person or party are known and paid, and that any lien or claim for the Work to such date is waived or released, and that the Project remains lien free and claim free. Disclaimers from suppliers of fixtures and equipment of any purchase money security interest therein, and evidence that all fixtures and equipment are and will be and remain free of security interest of all kinds shall be provided by Contractor. Contractor shall furnish supplementary statements advising Owner of any changes in the information covered by any statement Contractor previously furnished, and, upon request of Architect, if no such supplementary statement is furnished in connection with any progress payment, to furnish a written statement to the effect that no changes have occurred since the most recent statement furnished. Prior to the first disbursement to Contractor, and from time to time thereafter, Architect may forward to all Subcontractors, Sub-subcontractors and material suppliers listed by Contractor on its sworn statement, a contract verification to ascertain the correctness of the amount of the contract for each Subcontractor, Sub-subcontractor and material supplier as set forth on the statement. In the event of any discrepancy between the amounts as shown by the executed copies of the contracts, the sworn statement and the verification of contract forms, Architect may require that such discrepancies be eliminated to its satisfaction before any payment associated therewith will be due. Architect may employ the services of a consulting engineer, architect, accountant or attorney to assist in the verification of such contracts to determine the sufficiency of the Contract Sum to complete the Work and Contractor agrees to cooperate with any such persons when making such determination.

§ 9.3.6 Applications for payment shall be executed on AIA Forms modified G702 - 1992 and G703 - 1992. Contractor shall submit two originals with each pay request.

§ 9.3.7 Contractor covenants that all monies paid by Owner to Contractor under the terms of the Contract, shall be and hereby are, impressed with a trust in favor of labor and materialmen furnishing labor and material to Contractor with respect to the Work and in favor of taxes and other monies due any Subcontractor, Sub-subcontractor or material supplier. Contractor shall pay all Subcontractors, Sub-subcontractors, material suppliers and laborers all amounts owed any of them with respect to any such payment from Owner before using any part thereof for any other purpose. Contractor shall, as often as requested by Architect, furnish an affidavit showing the names and addresses of all persons who shall furnish labor or materials for Work and the amount due or to become due to each such person. Progress Payments may, at the discretion of Owner, be made in the form of checks payable jointly to the Contractor and its creditors (including, but not limited to, Subcontractors, Sub-subcontractors, material suppliers and laborers). If Contractor shall fail to pay promptly, when due, for all labor, supplies, services and materials furnished in connection with the performance of the Work, or make payments as required under the Contract Documents, Owner may, after seven (7) days written notice to Contractor, pay the amount of such liabilities and recover the amount thereof from Contractor, directly or by reduction of the Contract Sum by Change Order.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations 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 Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made

exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and 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 Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from 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 suppliers 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;
- .7 persistent failure to carry out the Work in accordance with the Contract Documents; or
- .8 failure of Contractor to comply with any provision of the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier 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 Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a 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 Architect.

§ 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. Any violation of these provisions by the Contractor may be considered a breach of the Contract and may result in the suspension or termination of this Contract or such other remedy as deemed appropriate by the Owner. The foregoing requirements shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the Contractor or any Subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient Subcontractor performance and/or noncompliance by a Subcontractor. Notwithstanding anything in this Section 9.6.2 to the contrary, the Owner may elect, in the Owner's sole discretion, to make any payment requested by the Contractor on behalf of a Subcontractor of any tier jointly payable to the Contractor and such Subcontractor. The Contractor and such Subcontractor shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint payment be construed to create any (1) contract

between the Owner and a Subcontractor of any tier, (2) obligations from the Owner to such Subcontractor, or (3) rights in such Subcontractor against the Owner.

§ 9.6.3 The Architect 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 Architect and Owner 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 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 and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within fourteen (14) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty (30) days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon thirty (30) additional days' written notice to the Owner and Architect, and provided Contractor is not otherwise in material breach of the Contract, 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 shutdown, delay and start-up, plus interest as provided for in the Contract Documents. The Contractor, however, shall have no right to stop the Work if:

- .1 Within seven (7) days of the Contractor's written notice, the Owner shall have advised the Contractor, in writing, of its reasons for withholding the payment, or any portion thereof;
- .2 Prior to Contractor's stoppage of Work, the Owner shall have issued payment to the Contractor for all amounts which are not in dispute; and
- .3 The Owner shall have placed the amount in controversy in an interest-bearing account to be held by an escrow agent acceptable to the Owner and Contractor until the Dispute is resolved.

§ 9.7.2 If any Claim or lien is made or filed with or against the Owner, the Architect, the Project, the Premises or the Project funds by any person claiming that the Contractor or any Subcontractor or other person under Contract has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, the Owner might become liable and which is chargeable to the Contractor, or if

the Contractor or any contractor or other person under subcontract causes damage to the Work or to any other work on the Project, or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, the Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such nonpayment, damage, failure or default and (3) compensate the Owner for and indemnify and hold it harmless against any and all losses, liability, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred by it in connection therewith. The Owner shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount is insufficient therefor, the Contractor shall be liable for the difference and pay the same to the Owner.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when (1) the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use and (2) the Owner has received all certificates of occupancy and other permits, approvals, licenses and other documents or authorizations from any governmental authority necessary or appropriate for occupancy and use of the Project, or designated portion thereof.

§ 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 prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Architect shall modify and amend such list as they deem appropriate. The Contractor shall proceed promptly to complete and correct items on the list. 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.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with 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 Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is Substantially Complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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 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 shall prepare and submit a list to the Architect 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 Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect 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 receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with 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 Architect's final 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.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (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 thirty (30) days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, 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 Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, 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 the 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 Architect 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;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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.

§ 9.10.6 Prior to and as a condition precedent to Final Completion, all of the following documents and items shall have been received and approved in writing by the Architect and the Owner:

- .1 Final documents of similar nature to those required by the Contract Documents in connection with any Application for Payment hereunder;

- .2 All final permits, approvals, (including, without limitation, the approval of the Owner's insurance company, if required), certificates and affidavits (including, without limitation, certificates for elevator, plumbing, sprinklers, electrical systems and life safety systems and any affidavits or certificates required pursuant to the City of Cincinnati or Hamilton County agency responsible for building construction) and authorizations for use and occupancy of the Project required by any authority having jurisdiction, including an unconditioned permanent and full Certificate of Occupancy and any other necessary occupancy and use permits;
- .3 Formally prepared record drawings and CADD disk in a compatible format acceptable to the Owner and Architect, records and related data including all field notes of all the Work, all in accordance with the requirements of the Contract Documents. The Contractor shall revise these reproducible copies neatly, legibly and in accordance with the standards of drafting of the original Drawings, so as to show clearly the way in which the Work was actually constructed;
- .4 Three (3) copies of operating and maintenance manuals for the Project. The manuals shall contain full information for each item of mechanical, electrical, or other operating equipment, copies of warranties therefor, schematic diagrams of control systems, circuit directories for each electric and communications panelboard, and charts showing the tagging of all valves. The Contractor shall obtain and include in the manuals reduced size photocopies of all electrical, HVAC, mechanical and plumbing Drawings. The manuals shall also contain complete keying schedules, paint color schedules, and paint color samples. Each volume of the manual shall be clearly indexed, and shall include a directory of all Subcontractors and maintenance contractors, indicating the area of responsibility of each, and the name and telephone number of the responsible member of each organization. The volumes shall be bound in book form. Typewritten, drawn or photographic material shall be protected by clear plastic sleeves;
- .5 All guarantees and warranties to which the Owner is entitled hereunder;
- .6 Satisfactory proof that all claims, including taxes, arising out of the Work and any liens arising out of the same which shall have been filed or recorded, have been released or bonded in a manner satisfactory to the Owner;
- .7 Acknowledgment of prior payments and waivers of lien from all Subcontractors, material suppliers and the Contractor;
- .8 The Architect's certificate certifying that the Work is complete; and
- .9 A written statement from the Architect that all practical orientation and physical operating instructions for all materials, systems, and equipment have been satisfactorily completed.

§ 9.10.6 No payment (final or otherwise) shall be conclusive evidence of satisfactory performance of the Work, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper Work or materials, nor shall it release the Contractor from any of its obligations under the Contract Documents; nor shall occupancy or use of the Project, or any part thereof, by the Owner constitute acceptance of the Work or any part thereof.

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 Owner for review and coordination with the safety programs of other contractors. The Contractor's safety program shall comply with all safety program requirements established by the Owner, as well as all requirements. Notwithstanding anything herein to the contrary, it is expressly acknowledged and agreed by Contractor that Contractor shall remain the controlling employer responsible for the safety programs and precautions applicable to the Work and the activities of others in areas designated to be controlled by Contractor. Contractor shall report to the Owner verbally and in writing, any injury or accident occurring at the Project Site within twenty-four (24) hours, or

within a shorter period of time if required by law and immediately report to the Owner's representative any accident or occurrence on the Project Site which has caused death, serious injury or significant damage to the Project.

§ 10.1.2 In the event the Contractor encounters on the Project Site materials reasonably believed to be hazardous materials which have not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the materials are hazardous and have not been rendered harmless. The Work in the affected area shall be resumed in the absence of hazardous materials, or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect. The term "rendered harmless" shall be interpreted to mean that levels of hazardous materials are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project Site by the Contractor, any Subcontractor, any materialman or supplier or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work which are hazardous, toxic or comprised of any items that are hazardous or toxic.

- .1 The term "hazardous material" shall mean any flammables, explosive, radioactive materials, petroleum based materials exceeding applicable federal, state, or local regulatory limits, asbestos, toxic substances or related materials, including, without limitation, substances defined as "hazardous wastes," "hazardous substances," "hazardous materials," "toxic substances" or "solid wastes" in the Comprehensive Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; or any other applicable laws and regulations and all amendments and revisions thereto.

§ 10.1.3 The Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to hazardous materials.

§ 10.1.4 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance 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 and Architect in writing. The Owner, Contractor and Architect shall then proceed in the same manner described in Section 10.1.2.

§ 10.1.5 The Owner shall be responsible for obtaining 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 verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect 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.

§ 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, a Subcontractor, or a Sub-subcontractor;
- .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.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and 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 and the Architect 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 and safety requirements or other prudent or reasonable safeguards.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. 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 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 and shall give the Owner reasonable advance notice of same.

§10.2.4.1 The presence of explosives at the Project Site is prohibited.

§ 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 and 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 and 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either 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 Project 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 and Architect.

§ 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.

§ 10.2.8 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, notice of the 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. 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 Architect.

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

§ 10.3 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 Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability described below, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Ohio.

.1 Commercial General Liability Insurance

(a) Contractor shall maintain Comprehensive/Commercial General Liability insurance written on Insurance Service Office (ISO) form CG 0001 or its equivalent with limits not less than those indicated below 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 - must be maintained for a minimum period of five years after Substantial Completion of the Project for Contractor and all Additional Insureds listed below.
3. Blanket contractual liability
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. Exterior Insulation and Finish Systems (EIFS) (applicable only if Contractor is providing this scope of work)
9. Incidental Medical Malpractice (applicable only if Contractor is providing incidental healthcare services)
10. Severability of interests
11. Waiver of subrogation

(b) The limits of liability shall not be less than these amounts:

1. \$2,000,000 Each Occurrence (combined single limit for bodily injury and property damage)
2. \$2,000,000 Personal Injury
3. \$4,000,000 Products-Completed Operations Aggregate
4. \$4,000,000 General Aggregate - shall apply on a per project basis to Contractor's Work under the Contract Documents per CG 25 03.

.2 Commercial Automobile Liability Insurance

(a) Contractor shall maintain Commercial Automobile Liability insurance written on ISO form CA 00 01 or its equivalent covering liability arising out of any auto (whether owned, hired, borrowed, scheduled or non-owned) and providing insurance for bodily injury liability and property damage liability including coverage for:

1. Contractual liability insuring the obligations assumed by Contractor in the Contract Documents
2. Waiver of subrogation

3. If the Work requires the removal and transportation of hazardous materials from the Project Site, Automobile liability coverage must include pollution liability coverage applicable to all hazardous waste hauling vehicles including the MCS90 endorsement

- (b) The limits of liability of not less than \$1,000,000 combined single limit for bodily injury and property damage – each accident

.3 Umbrella and Excess Liability Insurance

- (a) Contractor shall maintain Umbrella and Excess Liability insurance on an occurrence basis in excess of the Commercial Liability insurance and Business Automobile Liability insurance, which is at least as broad as each of the underlying policies. The Umbrella and Excess Liability insurance 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
7. Follow form primary
8. Drop down feature
9. Waiver of subrogation

- (b) The limits of liability shall not be less than:

1. \$2,000,000 Each Occurrence
2. \$2,000,000 Aggregate

.4 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 – 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 the 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.

.5 General Insurance Requirements

- (a) Certificate Holder shall be Board of County 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 shall be placed on the certificate. Copies of the certificate and supporting forms showing compliance with the insurance requirements must be provided prior to execution of the Agreement. Certificate shall be reissued when any insurance coverage contained therein is renewed.
- (b) The Board of County Commissioners, Hamilton County, Ohio and its officials, members, employees, agents and volunteers (collectively, the "Additional Named Insureds") shall be named as additional insureds under the Contractor's CGL/Umbrella and Automobile policies 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 GC 20 10 (Form B) as published by ISO. A copy of the endorsement form must accompany the certificate furnished to Owner's Risk Manager. Forms deemed by Owner's Risk Manager as equivalent will be accepted but must include additional insured status for ongoing operations and completed operations. Certificates of insurance will reflect the Additional Named Insureds as additional insured and will indicate a waiver of subrogation in favor of the Owner.
- (c) 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 Owner's Risk Manager.
- (d) Contractor shall ensure that all tiers of their Subcontractors shall procure and maintain insurance in like form and adequate amounts including Additional Named Insured requirements, all as set forth in this Article 11.
- (e) Contractor's insurance shall be primary insurance with respect to any insurance or self-insurance programs carried by Owner or any of the Additional Insureds.
- (f) Umbrella Excess Liability in combination with primary liability coverages and limits as outlined above to satisfy the required limits of liability is acceptable.
- (g) 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.
- (h) 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.
- (i) If the Owner is damaged by the failure of the Contractor to purchase or maintain insurance required under Article 11.1, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

§ 11.1.2 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in Ohio 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 herein or required by law, 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. If any insurance required herein is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage shall be no later than the commencement date of the Project. Further, the policy shall state that in the event of cancellation or non-renewal, claim discovery period or "tail coverage" shall be 1 year beyond the cancellation or non-renewal date.

§ 11.1.4 Certificates of insurance 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's Risk Manager. 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.

§ 11.2 PROPERTY INSURANCE

(Check one of the following boxes)

- ☐ The Owner intends to purchase and maintain the property insurance set forth in this Section 11.2.1.
- ☒ The Owner does not intend to purchase and maintain the property insurance set forth in this Section 11.2.1.

§ 11.2.1 Unless otherwise provided, the Owner, at the Owner's option, may purchase and maintain, in a company or companies lawfully authorized to do business in Ohio, property insurance written on a builder's risk policy or on a property policy form that provides equal or greater coverage than a builder's risk policy form, on a replacement cost basis in at least the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials. 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 11.2 to be covered, whichever is earlier. This insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 11.2.1.1 Property insurance shall be on an "all-risk" policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents. Property insurance provided by the Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this Section 11.2.1 shall include a waiver of subrogation in accordance with the requirements of Section 11.2.6.

§ 11.2.1.2 If the Owner does not intend to purchase such property insurance required by the Contract Documents and with all of the coverages in the amount described above, the Contractor may then effect such insurance which 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.

§ 11.2.1.3 If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles.

§ 11.2.1.4 Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

§ 11.2.2 **Boiler and Machinery Insurance.** The Owner, if applicable, shall purchase and maintain boiler and machinery insurance, if 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, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.2.3 **Loss of Use Insurance.** The Owner, at the Owner's option and for the Owner's benefit, 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, to the extent (1) of actual recovery of any insurance proceeds under the policies obtained pursuant to Section 11.2.3 and (2) permitted by applicable policies of insurance.

§ 11.2.4 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards 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.

§ 11.2.5 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of the certificate of insurance that evidences each such insurance coverages required by this Section 11.2. 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 until at least thirty (30) days' prior written notice has been given to the Contractor.

§ 11.2.6 **Waivers of Subrogation.** The Owner and the Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other; (2) the Architect and Architect's consultants, and (3) Separate Contractors, if any, and any of their respective subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent those losses are covered by property insurance required by Section 11.2 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner in good faith. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, Separate Contractors, 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 of insurance purchased and maintained by each party pursuant to Article 11 shall not prohibit waiver of subrogation but 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.

§ 11.2.7 A loss insured under Owner's property insurance shall be adjusted by the Owner in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.2.10. 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.

§ 11.2.8 If required in writing by a party in interest, the Owner in good faith 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 in good faith. 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. If after such loss no other special agreement is made, replacement of damaged property shall be covered by appropriate Change Order.

§ 11.2.9 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 (5) days after occurrence of loss to the Owner's exercise of this power; if such objection be made, an arbitrator mutually acceptable to the parties in interest and the County shall be promptly chosen. The County, as trustee, shall in such case make settlement with the insurers in accordance with the directions of such arbitrator. If distribution of the insurance proceeds by arbitration is required, the arbitrators shall direct such distribution.

§ 11.2.10 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 BID GUARANTY AND CONTRACT BOND

§ 11.3.1 The Owner shall require the Contractor to furnish either a Bid Guaranty and Contract Bond in accordance with Section 153.571 of the Ohio Revised Code or a Performance Bond in accordance with Section 153.57 of the Ohio 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;
- .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 Bond shall 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 Section 11.3.1 must display the Surety's Bond Number.

§ 11.3.2 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.

§ 11.3.3 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.

§ 11.3.4 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.

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 Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination 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 that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to the date of Substantial Completion, the Contractor, a Subcontractor or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

§ 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 any 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 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 Architect, the Owner may correct it in accordance with Section 2.5. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

§ 12.2.2.2 The one-year period for correction of Work 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 be renewed and recommence for 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 of the Owner or Separate Contractors, whether completed or partially completed, 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. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such nonconforming Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating Owner for the diminished value of the defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner. Such adjustment shall be effected whether or not final payment has been made.

§ 12.4 FAILURE TO PROSECUTE

§ 12.4.1 Should the Contractor at any time refuse or neglect to supply a sufficiency of skilled workers or materials of the proper quality and quantity, or fails in any respect to prosecute the Work with promptness and diligence, or causes by any act or omission, stop, impede, obstruct, hinder or delay or interfere with or damage the Work of any other Contractors or Subcontractors on the Project, or fail in the performance of any of the terms and provisions of the Contract Documents, or should the Architect determine that the Work or any portion thereof is not being performed in accordance with the Contract Documents, or should there be filed by or against the Contractor a petition in bankruptcy or for an arrangement or reorganization, or should the Contractor become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any of such events, each of which shall constitute a default hereunder on the Contractor's part, the Owner shall have the right, in addition to any other rights and remedies provided by the Contract Documents or by law, after three (3) days' written notice to the Contractor mailed or delivered to the last known address of the latter, (a) to perform and furnish through itself or through others any such labor or materials for the Work and to deduct the costs thereof from any monies due or to become due to the Contractor under the Contract Documents, and/or (b) to terminate the employment of the Contractor for all or any portion of the Work, enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, all of which the Contractor hereby transfers, assigns and sets over to the Owner for such purpose, and to employ any person or persons to complete the Work and provide all the labor, services, materials, equipment and other items required therefor. In case of such termination of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under the Contract Documents until the Work shall be wholly completed to the satisfaction of the Architect and the Owner and shall have been accepted by them, at which time, if the unpaid balance of the amount to be paid under the Contract Documents shall exceed the costs and expense incurred by the Owner in completing the Work, such excess shall be paid by the Owner to the Contractor, but if such cost and expense shall exceed such unpaid balance, then the Contractor or its Surety shall pay the difference to the Owner. Such cost and expense shall include, not only the costs of completing the Work to the satisfaction of the Owner and the Architect and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with reprocurement, in defending claims arising from such default and in seeking recovery of all such cost and expense from the Contractor and/or its Surety), and disbursements sustained, incurred or suffered by reason of or resulting from the Contractor's default.

§ 12.4.2 It is recognized that if the Contractor institutes or has instituted against it a case under Title 11 of the United States Code (Bankruptcy Code), such event could impair or frustrate the Contractor's performance of the Work. Accordingly, it is agreed that upon the occurrence of any such event, the Owner shall be entitled to request of Contractor or its trustee or other successor adequate assurances of future performance. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the Owner in addition to any other rights and remedies provided by the Contract Documents or by law, to terminate this Contract. Pending receipt of adequate assurances of performance and actual performance in accordance herewith, the Owner shall be entitled to perform and furnish through itself or through others any such labor, materials, or equipment for the Work as may be necessary to maintain the progress of the Work and to deduct the cost thereof from any monies due or to become due to the Contractor under the Contract Documents. In the event of such bankruptcy proceedings, this Contract shall terminate if the Contractor rejects this Contract or if there has been a default and the Contractor is unable to give adequate assurance that it will perform as provided in the Contract Documents or otherwise is unable to comply with the requirements for assuming the Contract Documents under the applicable provisions of the Bankruptcy Code.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Ohio.

§ 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 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 the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 No action or failure to act by the Owner, Architect, 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 upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 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 Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect 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 Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 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 Architect.

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

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

§ 13.5 WRITTEN NOTICE

§ 13.5.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or 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 to the last business address known to the party giving notice.

§ 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 Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 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 limits nor amplifies the provisions of this Agreement. 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.

§ 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 is 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.

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, 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 upon the Contractor's request, reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' notice to the Owner and the Architect, 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 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .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; or
- .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 reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' 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 Architect'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 be certified by the Architect, upon application, 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 Section 14.2.1 and any of the grounds for withholding certification of or recommendation of payment set forth in Section 9.5.1.

§ 14.2.6 Upon termination of the Contract under Section 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 decline 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 Section 14.3.

§ 14.2.8 Under Section 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.

§ 14.4 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 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
- .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.

§ 14.4.3 If the Owner terminates the Contract for convenience, the following shall be the Contractor's exclusive remedy:

- .1 Reimbursement of all actual expenditures and costs approved in writing by the Owner as having been made or incurred in performing the Work;
- .2 Reimbursement of expenditures made and costs incurred with the Owner's prior written approval in settling or discharging outstanding commitments entered into by the Contractor in performing the Contract; and
- .3 Payment of profit, in so far as profit is realized hereunder, of an amount equal to the estimated profit on the entire Contract at the time of termination multiplied by the percentage of completion of the Work. In no event shall the Contractor be entitled to anticipated fees or profits on Work not required to be performed following termination.

§ 14.4.3 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.

§ 14.4.4 Upon a determination that a termination of this Contract, other than a termination for convenience under this Section 14.4, was wrongful or improper for any reason, such termination shall automatically be deemed converted to a

convenience termination under this Section 14.4, and the Contractor's remedy for such wrongful termination shall be limited to the recoveries specified under Section 14.4.2.

§ 14.4.5 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.

§ 14.4.6 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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. Claims must be made by written notice.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, within the 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 Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, including litigation, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 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 in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. 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, could not have been reasonably

anticipated, and 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 Section 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.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation without a 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 the 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 Architect, if the Architect 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 litigation in a court of competent jurisdiction.

§ 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 receipt of an initial decision, demand in writing that the other party files for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate 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.

§ 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 15.1.7, shall be subject to mediation as a condition precedent to litigation.

§ 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.

§ 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.

§ 15.3.4 The parties agree to conduct and conclude Mediation proceedings under this Section 15.3 within sixty (60) days from the designation of the mediator. In the event that mediation proceedings do not resolve the Claim within such period, either party may initiate other means of dispute resolution with respect to the Claim. Notwithstanding any other provision herein, no Claim shall be subject to any form of arbitration.

§15.4 Jurisdiction and Venue. Owner and Contractor agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in state courts located in the County of Hamilton, State of Ohio having subject matter jurisdiction over the matter in controversy. 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 15.4. 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 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.

ARTICLE 16. CERTAIN WARRANTIES AND OBLIGATIONS OF CONTRACTOR

§ 16.1 CONTRACTOR'S WARRANTIES

§ 16.1.1 The Contractor hereby represents and warrants to the Owner 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.

§ 16.2 OBLIGATIONS OF CONTRACTOR

§ 16.2.1 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.

§ 16.2.2 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.

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

ARTICLE 17. SUPREMACY OF APPLICABLE LAW; REFORMATION OF CONTRACT DOCUMENTS

§ 17.1 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.

SECTION 008270
Responsible Bidder Requirements

PART I - GENERAL

Contractors shall be required to satisfy all of the following pre-award responsibilities and agree to all of the following provisions which will be incorporated in the contracts for construction projects within the Banks Development. The Board of County Commissioners of Hamilton County, Ohio (the “County”) believe that these requirements are reasonably related to the successful performance of the Banks Development projects. These requirements shall also be set forth and integrated with the Bid Package Conditions.

1. Each bidder shall certify that it will require all contractors who bid or perform any work pursuant to the contract on which the bidder is bidding to satisfy all of these Responsible Bidder Requirements.
2. Each bidder shall certify that it will pay prevailing wages, in amounts determined according to Ohio’s Prevailing Wage Law, R.C. 4115.03 through 4115.16, and O.A.C. 4101:9-4-01 through 4101:9-4-31, on all construction projects that are part of the Banks Development, except as otherwise provided herein. Notwithstanding the foregoing provision, the payment of prevailing wages shall not be required with respect to leasehold and/or tenant improvements and/or the fit out of interior spaces of the office, retail and condominium elements of the Banks Project.
3. As a condition precedent to the award of a contract or subcontract of Two Hundred and Fifty Thousand Dollars (\$250,000) or more, the Public Parties may require the lowest bidder to engage in a review of the constructability and scope of the bid to verify that the contractor included all required work.
4. If the bid of the lowest bidder is more than twenty percent (20%) below the bid of the next lowest bidder, the Public Parties may request that the lowest bidder identify three (3) construction projects that it has successfully completed within the five (5) years before the submission of the bid. This information may be provided in the post-bid scope review to the Public Parties.
5. Each bidder shall certify that it 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. 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 or 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 (10) hour safety program. Each bidder shall provide evidence of implementation of an OSHA compliant safety program as set forth herein.
8. Each bidder shall certify 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 secured 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 than 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 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 certify 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 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

The Banks – Phase 3C
Guard Booth,
Foundation & Electric
June 6, 2025 (Bid Set)
THP No. 98090.41

Not used.

PART 2 EXECUTION

Not used.

END OF SECTION

The Banks – Phase 3C
Guard Booth,
Foundation & Electric
June 6, 2025 (Bid Set)
THP No. 98090.41

SECTION 009000
CONTRACT CONSTRUCTION MANAGEMENT FORMS

PART 1 GENERAL

1.1 SUMMARY

The following documents, referred to in the General Conditions, are available from the owner upon request:

1. Change Order Form (AIA G701 - 2001 – as amended & modified)
2. Application and Certificate for Payment (AIA G702 - 1992 – as amended & modified)
3. Continuation Sheet (AIA G703-1992 – as amended & modified)
4. Certificate of Substantial Completion (AIA G704 - 2000 – as amended & modified)
5. Contractor's Affidavit of Payment of Debts and Claims (AIA G706 - 1994 – as amended & modified)
6. Contractor's Affidavit of Release of Liens (AIA G706A - 1994 – as amended & modified)
7. Consent of Surety to Final Payment (AIA G707 – 1994 – as amended & modified)
8. Contractor's Affidavit
9. Construction Change Directive Form (AIA G714/CMa – 1992 as amended & modified)

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)* The
Banks Guard Booth, Foundation &
Electric
ITB#038-25

OWNER: *(Name and address)*
Board of County Commissioners of
Hamilton County, Ohio
138 E. Court Street, Room 603
Cincinnati, Ohio 45202

CONTRACT INFORMATION:
Contract For: General Construction

Date:

ARCHITECT: *(Name and address)*
THP Limited, Inc.

100 E. 8th Street, Floor 3
Cincinnati, Ohio 45202

CHANGE ORDER INFORMATION:
Change Order Number:

Date:

CONTRACTOR: *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	0.00
The Contract Time will be increased by Zero (0) days.		
The new date of Substantial Completion will be		

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

Application and Certificate for Payment

TO OWNER: Board of County Commissioners of Hamilton County, Ohio 138 E. Court Street, Room 603 Cincinnati, Ohio 45202	PROJECT: The Banks Guard Booth, Foundation & Electric ITB #038-25	APPLICATION NO: _____ PERIOD TO: _____ CONTRACT FOR: General Construction CONTRACT DATE: _____ PROJECT NOS: THP Limited, Inc. / Board of County Commissioners of Hamilton County, _____
FROM CONTRACTOR:	VIA ARCHITECT: THP Limited, Inc. 100 E. 8th Street, Third Floor Cincinnati, Ohio 45202	Distribution to: OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$0.00

2. NET CHANGE BY CHANGE ORDERS \$0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2) \$0.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$0.00

5. RETAINAGE:

a. 0 % of Completed Work

(Column D + E on G703)

b. 0 % of Stored Material

(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$0.00

6. TOTAL EARNED LESS RETAINAGE \$0.00

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$0.00

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before
 me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

THP Limited, Inc.

[illegible]

**AIA®****Document G706™ – 1994****Contractor's Affidavit of Payment of Debts and Claims**

PROJECT: *(Name and address)* The
Banks Guard Booth, Foundation &
Electric ITB#038-25

ARCHITECT'S PROJECT NUMBER:
THP Limited, Inc _____

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

TO OWNER: *(Name and address)*
Board of County Commissioners of
Hamilton County, Ohio
138 E. Court Street, Room 603
Cincinnati, Ohio 45202

CONTRACT FOR: General Construction
CONTRACT DATED:

STATE OF: Ohio
COUNTY OF: Hamilton

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
- Indicate Attachment ☐ Yes ☒ No

CONTRACTOR: *(Name and address)*

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

**AIA®****Document G706A™ – 1994****Contractor's Affidavit of Release of Liens**

PROJECT: *(Name and address)* The
Banks Guard Booth, Foundation &
Electric ITB#038-25

ARCHITECT'S PROJECT NUMBER:
THP Limited, Inc.

OWNER: ☐ARCHITECT: ☐

CONTRACT FOR: General
Construction

CONTRACTOR: ☐**CONTRACT DATED:**SURETY: ☐OTHER: ☐

TO OWNER: *(Name and address)*
Board of County Commissioners of
Hamilton County, Ohio
138 E. Court Street, room 603
Cincinnati, Ohio 45202

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)***BY:**

*(Signature of authorized
representative)*

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

The Banks Guard Booth ,
Foundation & Electric ITB#038-25

TO OWNER: *(Name and address)*

Board of County Commissioners of
Hamilton County, Ohio 138 E. Court
Street, Room 603
Cincinnati, Ohio 45202

ARCHITECT'S PROJECT NUMBER: THP

Limited, Inc.

CONTRACT FOR: General Construction

CONTRACT DATED:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

CONTRACTOR’S AFFIDAVIT

State of Ohio,
County of _____, Ohio _____, 202__
_____, being first duly sworn, says that he/she is ¹_____
Of _____, the (Sub Original) contractor having a contract with
_____, the² _____
For⁴ _____, a _____
situated on or around or in front of the following described property, in _____ County, Ohio ____: _____

whereof _____ was the owner, part owner or lessee.

SUB-CONTRACTORS

Affiant further says that the following shows the names and addresses of every sub-contractor in the employ of said² _____ giving the amount, if any, which is due, or to become due, to them, or any of them, for work done, or machinery, material or fuel furnished to date hereof, under said contracts.

NOTE – This statement must be accompanied by a similar sworn statement signed by each of the sub-contractors listed below:

NAME	ADDRESS	TRADE	Amount Due or to Become Due for Work and Materials to Date Hereof	

MATERIAL MEN

Said affiant further says that the following shows the names and addresses of every person furnishing machinery, material or fuel to² _____ giving the amount, if any, which is due, or to become due, to them, or any of them, for machinery, material or fuel furnished to date hereof, under said contracts.

NAME	ADDRESS	Kinds of Machinery, Material or Fuel	Amount Due or to Become Due for Material Furnished to Date Hereof	

NOTE – The above must be accompanied by “Certificate of Materialman.” In lieu of such certificate, there may be furnished a written waiver of lien, a written release or receipt.

LABOR

Said affiant further says that the following shows the names and addresses of every unpaid laborer in the employ of² _____ furnishing labor under said contract, giving the amount, if any, which is due, or to become due, for labor done to date hereof.

NOTE – If the fact is that every laborer has been paid in full, then recite: “Every laborer has been paid in full.” If not, then give each unpaid laborer’s name and address and the amount due or to become due.

NAME	ADDRESS	HOURS	Amount Due or to Become Due for Labor Furnished to Date Hereof	

Affiant further states that there is due or to become due _____ for work performed or machinery, material or fuel furnished to _____ to date hereof under said contracts, the sum of \$ _____.

That the amounts due or to become due to said sub-contractors, material men and laborers, for work done or machinery, material or fuel furnished to date hereof, to² _____ are fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

Affiant further says that⁶ _____ has not employed or purchased or procured machinery, materials or fuel from, or sub-contracted with any person, form or corporation, other than those above mentioned, and owes for no labor performed, or machinery, material or fuel furnished, under said contracts, other than above set forth.

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at _____, Ohio, this ____ day of _____, 202__.

NOTARY PUBLIC

1. Sec’y., Treas., one of firm, or agent, as case may be.

2. Name and address.

3. “Owner,” “part-owner,” “lessee,” or “authorized agent of owner, part-owner or lessee,” or “original” or “principal contractor under a contract with _____ the owner, part-owner or lessee,; as the case may be.
4. “Constructing, altering or repairing a boat, vessel or watercraft,; or “erecting, altering, repairing or removing a house, mill, manufactory, or any other furnace or furnace material therein, or other building appurtenance, fixture, bridge or other structure,” or “digging, drilling, boring, operating, completing and repairing of any gas well, oil well or other well,” or “altering, repairing or constructing any oil derrick, oil tank, oil or gas pipe line,” or “furnishing tile for the drainage of any lot or land.”

5. Accurate description of the property.

6. Contractor or sub contractor executing affidavit.

AFIDAVIT
OF
ORIGINAL OR SUB-CONTRACTOR

OWNER

HEAD-CONTRACTOR

SUB-CONTRACTOR

DATE:_____

AIA[®] Document G714[™] – 2017

Construction Change Directive

PROJECT: *(name and address)* The Banks Guard Booth: Foundation & Electric ITB#038-25

OWNER: *(name and address)* Board of County Commissioners of Hamilton County, Ohio
138 E. Court Street, Room 603
Cincinnati, Ohio 45202

CONTRACT INFORMATION:
Contract For: General Construction

Date:

ARCHITECT: *(name and address)*
THP Limited, Inc.
100 E. 8th Street, 3rd Floor
Cincinnati, Ohio 45202

CCD INFORMATION:
Directive Number: 001

Date:

CONTRACTOR: *(name and address)*

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

☒ Lump Sum decrease of \$0.00

☐ Unit Price of \$ per

☐ Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)

☐ As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

CONTRACTOR *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

SECTION 01 32 26 - CONSTRUCTION PROGRESS REPORTING

PART 1 - GENERAL

1.1 Daily Reports

- A. Subcontractors are required to prepare daily reports. This daily construction report should record at a minimum, the following information concerning events at the project site:

1. Number of personnel onsite, including subcontractors.
2. Summary of work completed.
3. Equipment onsite.
4. Material deliveries.
5. High and low temperatures and general weather conditions, including the presence of snow or rain.
6. Accidents or incidents.
7. Unusual events (refer to special reports).
8. Stoppages, delays, shortages, and losses.
9. Meter readings and similar recordings.
10. Emergency procedures.
11. Orders and requests of authorities having jurisdiction.
12. Change orders received and implemented.
13. Construction change directives received and implemented.
14. Services connected and disconnected.
15. Equipment or system tests and startups.

- 1.2 Reports are to be submitted in a neat and legible format daily to Contractor each morning for the previous day's work. No progress payments will be made to the Subcontractor until all of their daily reports are received by Contractor for that particular month.

END OF SECTION 01 32 26

SECTION 012513

PRODUCT SUBSTITUTION PROCEDURES

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 first named in any grouping is the one used as the basis of design. Use of a second, third, or approved substitution shall not relieve Contractor of the responsibility 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 materials in such a timely manner as is needed to meet his agreed construction schedule.
 - 2. Neither Owner nor Architect has agreed to substitution of materials or methods called for in 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 structure's function as Phase III of the Central Riverfront Intermodal Parking Garage. This structure and its systems must function in combination with the prior two Phases of the facility's construction. The item is essential for compatibility or

synchronization 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 method specified by name establishes the required standard of quality.
 - 2. Materials 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 "or approved equal" occurs in Contract Documents, do not assume that materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this Work by the Owner in consultation with the Architect.

1.4 SUBSTITUTIONS

- . 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. Substitution requests submitted to Owner for approval must be accompanied by such supporting evidence as the Architect 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 Architect and Owner as described in Section 001000.2 - Instructions to Bidders Article 3.3

1.5 SUBSTITUTIONS. DELAYS

- A. Delays in construction arising by virtue of non-availability of a specified material and/or method will not be considered by the Architect as justifying an extension of Contract Time.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION