

Hilltop Lot (ITB #025-25)

Bid Package 2 - Site Work

March 28, 2025

FOR THE BOARD OF COMMISSIONERS
OF HAMILTON COUNTY, OHIO

THP Limited: Architect/Structural Engineer

The Kleingers Group: Civil Engineer

McGill Smith Punshon: Surveyor

Messer/MBJ Consultants: Construction Manager

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SECTION 000125

PROJECT DIRECTORY

Owner

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

Architect/Structural Engineer

THP Limited, Inc.
221 East Fourth Street, Suite 1150
Cincinnati, Ohio 45202
Phone: 513-241-3222

Civil Engineer

The Kleingers Group
6219 Centre Park Drive
West Chester, Ohio 45069
Phone: 513-779-7851

MEP Engineer

Heapy
1400 W. Dorothy Lane
Dayton, Ohio 45409
Phone: 937-224-0861

Surveyor

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

Construction Manager

Messer Construction/MBJ Consultants Inc.
643 West Court Street
Cincinnati, Ohio 45203
Phone: 513-242-1541

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Document 001000.1 ADVERTISEMENT FOR BIDS (LEGAL NOTICE)

Sealed bids will be received by the Board of County Commissioners of Hamilton County, Ohio in Room 507 of the Todd B. Portune Center for County Government (formerly known as County Administration Building), 138 East Court Street, Cincinnati, Ohio until **11:00 A.M., Local Time, April 16, 2025**, for furnishing labor, materials, tools, equipment, and services necessary for:

**HILLTOP LOT (ITB# 025-25)
BP#2 SITE WORK**

A PRE-BID CONFERENCE WILL BE HELD ON April 7, 2025, at 10:00 AM
Hilltop, 511 West Water Street, CINCINNATI, OH 45202

Questions: April 9, 2025, *by 12:00 PM*

Answers: April 10, 2025, *by end of business day*

This is a prevailing wage project, and the estimated budget is **\$849,260**. Proposal Forms, specifications, etc. may be obtained upon application at ARC, 7157 E. Kemper Road, Cincinnati, Ohio 45241, or they may be electronically retrieved by accessing the following website – <https://www.hamiltoncountyohio.gov/government/departments/purchasing> .

Owner – Parking Garage & Park

Hamilton County
Todd B. Portune Center for Cty Government
138 East Court Street, Room 603
Cincinnati, Ohio 45202
Phone: 513-946-4400

Architect/Engineer for the Project:

THP Limited, Inc.
100 East Eighth Street
Cincinnati, Ohio 45202
Phone: 513-241-3222

Surveyor:

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

Civil Engineer for the Project:

Burgess and Niple, Inc.
312 Plum Street, 12th Floor
Cincinnati, Ohio 45202
513- 579-0042

Bidding Documents may be examined at:

Allied Construction Industries
3 Kovac Drive
Cincinnati, Ohio 45215
513-221-8020
dwright@aci-construction.org

Hamilton Co. Purchasing
purchasing@hamiltoncountyohio.gov
See Auctions/Bid/Vendors
Select Bids/RFPs/RFOs or
<https://hamiltoncountyohio.gob2g.com/>

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McGraw Hill Construction Dodge
3315 Central Ave
Hot Springs, AK 71913
216-901-6550
Dodge.Docs@construction.com

Cincinnati Minority Business Assistance Center
Greater Cincinnati Northern Kentucky
African American Chamber of Commerce
2303 Gilbert Avenue
Cincinnati, Ohio 45206
513-475-7151
JamesP@african-americanchamber.com

Cincinnati Minority Business Accelerator
3 East Fourth Street, Suite 200
Cincinnati, OH 45202
513-579-3111
mbainfo@cincinnatiachamber.com

Construction Connect
content@constructconnect.com

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

Starting **March 28, 2025**, prime bidders, and bidders other than prime bidders may purchase Plans, Specifications, and Proposal Forms by electronically retrieved by accessing the following web site – <http://www.hamilton-co.org/purchasing/>.

All Prime Bidders MUST register with Hamilton County Purchasing for this project through B2Gnow in order to receive addenda or other communications to bidders. When purchasing Bidding Documents, prime bidders shall identify themselves as legitimate prime bidders by means of company stationary or business cards. Documents will not be issued on a deposit basis and will not be available for purchase from the Engineer or Hamilton County.

Prime bidders are cautioned that addenda will be sent to all bidders who have registered. The Engineer, the Construction Manager, Development Manager and Hamilton County will not be responsible for sending addenda to prime bidders who have not registered.

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

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and Contract Bond.

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

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

Hilltop Lot (ITB#025-25) BP#2 Site Work

Total Construction Budget \$849,260

Small Business Goal for this Bid Package is 30%

Bidders shall comply with the prevailing wages.

Bidders shall comply with Ohio Revised Code Section 153.59 to ensure that in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability, or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any and all employees and applicants for employment. In addition, Bidders shall comply with equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract.

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

THE BOARD OF COUNTY COMMISSIONERS

Denise Driehaus, President
Stephanie Summerow Dumas, Vice President
Alicia Reece

Jeffrey Aluotto, County Administrator

March 24, 2025

Legal Advertisement Dept.
Cincinnati Court Index Press

Please insert the following "INVITATION TO BID" in the **Court Index Press** on **March 28, 2025**.

Sealed proposals will be received at the Hamilton County Purchasing Department, 138 East Court St., (Room 507) Cincinnati, OH 45202, until 11:00AM on **April 16, 2025**, and will be read at that time **for Hilltop Lot (ITB# 025-25) BP#2 Demolition**.

A Pre-Bid Conference will be held on April 7, 2025, at 10:00 a.m, at Hilltop, 511 West Water Street, Cincinnati, Ohio 45202.

This is a prevailing wage project, and the estimated budget is **849,260**. Proposal forms, specifications, etc. may be obtained upon application at the ARC, 4219 Malsbury Road, Cincinnati, Ohio 45242 or they may be electronically retrieved by accessing the following web site – <http://www.hamilton-co.org/purchasing/>.

After publication, please send affidavit and invoice to the Hamilton County Purchasing Department at the above address.

Sincerely yours,

Jill Williams

Jill Williams
Purchasing Director



Instructions to Bidders

AIA Document A701 – 1997 1997 Edition – Electronic Format

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

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- 9. ADDITIONAL REQUIREMENTS**

AMENDED AND MODIFIED FORM OF INSTRUCTIONS TO BIDDERS

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

INSTRUCTIONS TO BIDDERS

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

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

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

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

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

2.2 BID PREPARATION COST

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

ARTICLE 3 BIDDING DOCUMENTS

3.1 COPIES

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

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

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

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

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

3.3 SUBSTITUTIONS

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

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

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

3.4 ADDENDA

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

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

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

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

3.4.5 Changes by addenda:

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

ARTICLE 4 BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

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

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

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

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

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

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

4.1.7 Each copy of the Bid shall state the legal name of the Bidder, and, if the Bidder is an entity, the type of entity and state of organization of the Bidder. The Bidder shall provide evidence of legal authority to perform work within the jurisdiction of the Work. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an authorized agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

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

4.2 BID SECURITY

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

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

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

4.3 SUBMISSION OF BIDS

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

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

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

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

4.4 MODIFICATION OR WITHDRAWAL OF BID

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

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

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

5.2 REJECTION OF BIDS

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

5.2.1 Errors in Bids:

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

5.3 ACCEPTANCE OF BID (AWARD)

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

- .1 Bidder's performance on publicly funded projects.
- .2 Bidder has adequate equipment and facilities to perform the Work properly and expeditiously.
- .3 Bidder has suitable financial status to meet obligations incident to the Work.
- .4 Bidder's satisfactory compliance with the requirements set forth in the Joint Policy located in Section 008260 of the Project Manual and the County Small Business Enterprise (SBE) program.

- .5 Bidder's satisfactory compliance with the requirements set forth in the Responsible Bidder Requirements Applicable to Public Contracts.
- .6 Bidder has appropriate technical experience in projects of similar scope and conditions.
- .7 Bidder can complete the Work in timely and expeditious manner.
- .8 Bidder's satisfactory compliance with the requirements set forth in Article 7 herein.
- .9 Bidder's satisfactory completion and submission of the Bid Submission Documents outlined in Article 9.2.

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

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

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

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

- .1 Construction Manager and Architect will hold interview with the Bidder to determine what, if anything, has been overlooked in the Bid in question, and to analyze the process envisioned by the Bidder to complete the Contract.
- .2 The financial status of the Bidder and its Surety shall be examined, based upon certified financial statements submitted by each to the Construction Manager.
- .3 Written confirmation by the Surety shall be submitted to the Construction Manager that it has reviewed the Bid in question and finds it to be in compliance with Contract Documents.
- .4 Bidders may be required to furnish satisfactory evidence of their experience and ability to execute work of like character, scope and size to that of the Work.
- .5 The record of the Bidder in performing other publicly funded projects in the past will be considered.
- .6 If after review and consideration, the acceptance of the lowest Bid is not in the best interest of the Owner may accept another Bid so opened or reject all Bids and advertise for other Bids.

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

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

ARTICLE 6 POST-BID INFORMATION

6.1 POST-BID/PRE-AWARD MEETING

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

6.2 SUBMITTALS

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

8.1 Successful Bidder shall promptly enter into Contract with the Owner. Contract Form shall be "Standard Form of Agreement Between Owner and Construction Manager," AIA Document A132, as modified by Owner, a draft of which is included in the Project Manual. The final Agreement shall be provided at award of Contract by the Board of County Commissioners.

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

ARTICLE 9 ADDITIONAL REQUIREMENTS

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

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

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

AIA DOCUMENT A701 – INSTRUCTIONS TO BIDDERS - AIA COPYRIGHT 1997 – THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C., 20006-5292. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

- .13 Bidder's Responsible Bidder Certification.
- .14 County Registration Form.

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

9.4 Bid Guaranty and Contract Bond

- .1 Each Bidder shall submit with their bid a Bid Guaranty in the form of either (a) combined Guaranty and Contract Bond, or (2) a certified check, cashier's check drawn on a solvent bank, or an irrevocable letter of credit. If a Bid Guaranty and Contract Bond is submitted with the bid, it shall be for the full amount of the Bidder's base bid, including any alternates. If a certified check, cashier's check or irrevocable letter of credit is submitted, it shall be in the amount of 10% of the bid amount including Base Bid and Alternates. If a certified check, cashier's check or irrevocable letter of credit is submitted, it shall be payable to the Board of County Commissioners of Hamilton County, Ohio. The Bid Guaranty, in either form, must be in strict compliance with section 153.54 of the Ohio Revised Code, and also Sections 153.57 or 153.571, as applicable. The Board of County Commissioners of Hamilton County, Ohio and Messer Construction Company shall be named as Obligees on the Bid Guaranty and Contract Bond. No other form of bond is acceptable for use as a bid guaranty.
- .2 If the Bid Guaranty and Contract Bond is submitted, the requirements of Section 3905.41 of the Ohio Revised Code may be applicable to require the Bid Guaranty and Contract Bond to be countersigned by an Ohio resident agent. It is the duty of the Bidder to determine the applicability of Section 3905.41. NONCOMPLIANCE WITH SECTION 3905.41 WILL CAUSE THE BIDDER'S BID TO BE REJECTED. The Board of County Commissioners of Hamilton County, Ohio and Messer Construction Company shall be named as Obligees 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.

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DOCUMENT 001000.3
ADDITIONAL BID CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. The contracting practices used for this project shall conform to the Joint Policy for Small Business Enterprise, Economic Inclusion and Workforce Development for the Banks Project (the “Joint Policy”).
- B. The following documents contain additional bid conditions and are supplemental to and an integral part of the “Instructions to Bidders”:
 - 1. Special Provision – Joint Policy for Small Business Enterprise, Economic Inclusion and Workforce Development for the Banks Project (Although this is a Hamilton County only Project, the County is still utilizing the Joint Policy terms set forth the Joint Policy for Small Business Enterprise included within the Project Manual and the Bid Documents).
 - 2. Special Provision – Responsible Bidder Requirements Applicable to Public Contracts
 - 3. SBE Forms, 2003, 2007, and 2007-a are to be submitted with bid.
 - 4. The Contractor’s Non-discrimination Policy also must be submitted with bid.
- C. Small Business Enterprise (“SBE”) Participation Goal: Hamilton County (“Public Parties”), in conjunction with the project’s Construction Manager, will establish SBE participation goals for project contracts in accordance with the Joint Policy. The goal related to each contract may differ from the goals of other contracts because of the availability of SBEs or other factors. The Public Parties encourage the participation of SBEs, directly and indirectly, in contracts and procurements related to the Banks Project. Contractors awarded such contracts are encouraged to engage or use SBEs as subcontractors and/or suppliers.

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

SBE Participation Goal - 30%

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

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Hilltop Lot (ITB #025-25)
BP #2 – Site Work
March 28, 2025
THP #25041.00

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:

Hilltop Lot (ITB#025-25) BP#2 – Site Work

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.

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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.

A. General:

1. Work related to cash allowances will be performed on a time and material basis. The Contractor shall furnish and certify daily detail records of all labor and materials provided.
2. If the cost to complete the work is less than the cash allowance, a deduct Change Order will be prepared by the County for the cost difference.

B. Cash Allowance Items:

1. Site Work BP#2 Cash Allowance No. 1: \$100,000

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 will not be used in determining Lowest and Best Bids.

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.

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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).

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 BP#2 Site Work

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

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.

[Edit, change, expand the breakdown to match you project, then remove this line]

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)

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

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ALLOWANCE (Owner Controlled)

Site Work

TOTAL COST (LUMP SUM): \$100,000 (in numbers)

One Hundred Thousand Dollars (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.

[Edit, change, expand the breakdown to match you project, then remove this line]

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)

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

BASE BID TOTAL

BP#2 Site Work & Allowance

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.

[Edit, change, expand the breakdown to match you project, then remove this line]

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)

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

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G. ALTERNATES: NONE

H. UNIT PRICING:

A. General:

1. Unit Price shall be used for adjusting the cost of work added to or deducted from the Base Bid Work defined in the Specifications and Drawings.

a. The Contractor shall furnish and certify daily detail records of all labor and materials provided.

b. Unit Prices shall be inclusive of all costs for materials, overhead, profit, fees, taxes (where applicable), handling, and installation for completed in-place work.

- A. Trade Contract TC-02 Site Work BP#2 Unit Price UP-01 (A single Addition of Site Concrete slabs, sidewalks, and/or paving. Price to include prep, forming, subbase gravel, and 4" of broom finished concrete Price Per SQFT)

_____ Per SQFT DOLLARS (\$ _____)

- B. Trade Contact TC-02 Site Work BP#2 Unit Price UP-02 (A single Addition of additional Reclaimed Asphalt (RAP) placement. Material and labor to be included Price Per Ton)

_____ Per Ton DOLLARS (\$ _____)

- C. Trade Contact TC-02 Site Work BP#2 Unit Price UP-03 (A single Addition of additional gravel installation. Material and labor to be included per Ton)

_____ Per Ton DOLLARS (\$ _____)

- D. Trade Contact TC-02 Site Work BP#2 Unit Price UP-04 (A single Addition of concrete slab demo and removal. 8" thick slab to be assumed per SQFT)

_____ Per SQFT DOLLARS (\$ _____)

Bidder's Name: _____

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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)

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, and Messer Construction Company as Obligees, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligees 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 Obligees, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligees, which are accepted by the Obligees. 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 Obligees accept 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 Obligees 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 Obligees may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligees does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligees 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 Obligees accept 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.

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**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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**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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Hilltop Lot (ITB #025-25)
BP #2– Site Work
March 28, 2025
THP #25041.00

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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Hilltop Lot (ITB #025-25)
BP #2– Site Work
March 28, 2025
THP #25041.00

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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Hilltop Lot (ITB #025-25)
BP #2– Site Work
March 28, 2025
THP #25041.00

<p>Bid Submission Documents Complete & Submit With Bid</p>
--

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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THE BANKS PROJECT
Small Business Enterprise Program Summary
DOCUMENT 001000.11

Hamilton County (the “County”) and the City of Cincinnati (the “City”) are committed to maximizing subcontracting and procurement opportunities for all qualified and available small business enterprises (“SBEs”). For this purpose, the County and the City (The “Public Parties”) have established the Banks Small Business Program (the “SBE Program”). The SBE Program requires Contractors to use their “good faith efforts” to facilitate achievement of SBE participation goals.

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

- **SBE Participation Goal:** This component **encourages** Contractors to make subcontracting opportunities available to small businesses which have been certified as SBEs by the City in order to achieve the percentage SBE participation goal assigned to the related contract as specified in the bid/RFP/Rfq package. To count towards the SBE participation goal, the SBE must be certified in the commodity or service code(s) that will be used on the project. A list of SBEs certified by the City is available on the City’s website at <http://cincinnati.diversitycompliance.com> or from the City’s Office of Contract Compliance (“OCC”).
- **Outreach/Good Faith Efforts.** This component requires Contractors to provide evidence of the outreach efforts made to SBEs in connection with the contracts related to the Banks Project.

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

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

1. **Statement of Good Faith Efforts (Form 2007)**
2. **Outreach/Good Faith Summary Sheet (Form 2007-a)**
3. **Subcontractor Utilization Plan (Form 2003)**

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

1. **Form 2004 – Subcontractor Approval Request:** (must be completed and submitted to OCC after contract award and prior to commencement of work on the project).
2. **Form 2005 – Subcontractor Monthly Business Utilization Report:** (must be submitted with monthly invoice).
3. **Form 2006 – Subcontractor Substitution Form:** (must be submitted for advance approval for any proposed change in subcontractors).

If you have any questions or need assistance in meeting these requirements, please feel free to contact
OCC at (513) 352-3144 or Andra Williams at (513) 767-0373.

(The Banks - Revised March, 2019)

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Hilltop Lot (ITB#025-25) BP#2 Site Work
SBE Subcontractor Utilization Plan

Bid or Proposal Reference Number: _____

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

Contractor is certified by the City of Cincinnati Office of Contract Compliance as an SBE and meets the SBE participation goals without using other SBEs: Yes or No
OR
Contractor is certified through the Ohio DBE Unified Certification Program as a DBE and will self-form _____ % of the DBE participation goal. Yes or No

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

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

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

CONTRACTOR REPRESENTATIVE (SIGNATURE): _____

PRINTED NAME: _____ Title: _____ Date: _____

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

Hilltop Lot (ITB #025-25)
BP #2- Site Work
March 28, 2025
THP #25041.00

Hilltop Lot (ITB#025-25) BP#2 Site Work

FORM 2004 SUBCONTRACTOR APPROVAL REQUEST Statement of Intent to Utilize Firms

Bid or Proposal Reference Number: _____

This form must be completed for each subcontractor, subconsultant and/or supplier, and submitted **to the Construction Manager after bid opening, but before contract award and before work begins**. Information recorded herein will be incorporated in the Contractor's contract. All subcontractors and/or suppliers must be approved prior to starting work on the project.

Contractor Name	Type of Inclusion Program (circle one): SBE DBE	Contract Amount \$
Contractor Representative	Title	Telephone Number
Contractor Address	City/State	Zip Code
Federal Tax ID #	E-mail Address	

SUBCONTRACTOR

Subcontractor Name	Address	City/State/Zip Code
Subcontractor Representative	Title	Telephone Number
Federal Tax ID #	E-mail Address	

Is Subcontractor a SBE certified by the City of Cincinnati Office of Contract Compliance? YES or NO
OR
Is Subcontractor a DBE certified through the Ohio DBE Unified Certification Program? YES or NO

ITEM NUMBER	DESCRIPTION OF WORK AND/OR SUPPLIES	SUBCONTRACTOR'S CONTRACT AMOUNT \$	% OF TOTAL CONTRACT PRICE	ESTIMATED START DATE	COMPLETION DATE
Total Value of Work					

SIGNATURES

Subcontractor Representative	Date
Contractor Representative	Date
City of Cincinnati Contract Compliance Officer	Date
Hamilton County Compliance Officer	Date

Hilltop Lot (ITB#025-25) BP#2 Site Work

Subcontractor Monthly Business Utilization Report

Contractor Name:	Approved Contract Value \$:	Trade Contract #:	Bid or Proposal #:	Type of Inclusion Program: SBE or DBE	
Date Submitted:	Reporting Period: From	To	Contractor Pay Application #:		
Contact Person:	Business Type: (Circle all that apply)			SBE	MBE
Contractor Address:	Federal Tax ID Number:			WBE	NONE
Contractor City/State/Zip Code:	County:				
Telephone Number:	Email:				
Trade Contract Description:					

Subcontractor Reporting							
List All Subcontractors/Suppliers (Name of Subcontractor/Supplier; Name of Contact Person, Street Address, Zip, Phone #, Email)	Business Type (SBE/MBE/WBE/ NONE) Indicate All That Apply	Federal Tax ID #	Description of Work/Supplies	Original Subcontract Amount	Total Authorized Change Order Amount To Date	Total Subcontract Amount	***\$ Amount to be paid for this reporting period
							Pay App #, Invoice or P.O. # (Include "F" if final payment)

*** Column should reflect information entered on form AIA Document G703 column E

The undersigned certifies that the information recorded above is correct, and that each of the representations set forth above is true. The undersigned further acknowledges that any misrepresentation hereon may result in termination of contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Authorized Contractor Representative:

Signature

Title

Date

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



THE BANKS PROJECT
SBE/MBE/WBE SUBCONTRACTOR SUBSTITUTION REQUEST
Bid Reference No. _____

THIS FORM MUST BE COMPLETED AND APPROVED BY THE BANKS REVIEW COMMITTEE PRIOR TO TERMINATING A CONTRACT WITH A SMALL BUSINESS ENTERPRISE (SBE) OR DISADVANTAGED BUSINESS ENTERPRISE (DBE) AFTER THE BIDS OR PROPOSALS HAVE BEEN SUBMITTED OR CONTRACT HAS BEEN AWARDED. **CONTRACTOR MUST PROVIDE A WRITTEN EXPLANATION FOR THE SUBSTITUTION REQUEST.** INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT.

Company Name: _____ Project Name: _____

Address: _____ Date Submitted _____

_____ will be substituted for _____ to perform work on
(Name of Subcontractor/Supplier) (Name of Subcontractor/Supplier)

Or supply goods for the above described contract.

_____ will enter into a formal agreement for the work upon approval by the Owner and agrees with
(Subcontractor/Supplier)

New Subcontractor/Supplier EIN#: _____ Circle Type of Business: SBE DBE MBE WBE NONE

Must attach a copy of the reason for SBE substitution for review prior to any contractor performing work on this portion of the project.

ITEM NUMBER	DESCRIPTION OF WORK	SUBCONTRACT/P.O. PRICE	% OF TOTAL CONTRACT PRICE	START DATE	COMPLETION DATE
	<u>Total Value of Work</u>				

Prime/General Contractor:

Signature of Company Representative _____

Title: _____ **Date:** _____ **EIN#:** _____

Subcontractor/Supplier Replaced: I relinquish my quote for the above contract.

Signature of Company Representative _____

Title: _____ **Date:** _____ **EIN#:** _____

Request : Approved _____ Denied _____

_____ Date _____

Authorized Committee Representative Signature

Bid Submission Document	Print Legibly or Type
-------------------------	-----------------------

Hilltop Lot (ITB#025-25) BP#2 Site Work**Statement of Good Faith Efforts**
Bid or Proposal Reference Number: _____ **Type of Inclusion Program:** **SBE** or **DBE**

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

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

1. ____ Identified sufficient subcontracting work to meet goal (**attach content of advertisements and written notices to SBEs/DBEs indicating type of work to be subcontracted**).
2. ____ Bidder has coordinated SBE/DBE inclusion efforts with the Economic Inclusion Consultant, Messer Construction Co. (513-482-5419 or swalton@messer.com) to ascertain the availability of SBE/DBE subcontractors/subconsultants/suppliers for the scopes of work.
3. ____ Advertising - Attach content of advertisements, which must include project name, Contractor's name, work available, contact person's name and number, information on availability of plans and specifications and Contractor's policy concerning assistance to SBEs/DBEs in obtaining bonding, financing, and/or insurance; also provide date of advertising and names of publications.
4. ____ Written notice to SBEs/DBEs for subcontracting opportunities (submit copy of each letter sent, confirmation of receipt by SBE/DBE, or if available master notification, submit copy of letter and recipient list).
5. ____ Notice described in item 4., above, was sent at least five (5) business days prior to the bid opening date.
6. ____ Follow-up initial solicitations, attach copies of Outreach/Good Faith Summary Sheet (Form 2007-A).
7. ____ Assistance with securing bonding, financing and/or insurance (submit copy advertising and written notice to SBEs/DBEs).
8. ____ Provision of plans, specifications and requirements: Contractor provided interested SBEs/DBEs with access to plans, specifications and requirements for subject project.
9. ____ Provide documentation detailing reason(s) why agreement was not reached with SBEs/DBE (s) who responded affirmatively in writing. Include written explanation for rejection of SBE/DBE proposals.
10. ____ Other (Please list any other methods utilized that are not covered above):

 Name of Contractor

 Contractor Representative (Signature)

 Date

 Contractor Representative (Printed Name)

 Title

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Hilltop Lot (ITB#025-25) BP#2 Site Work SBE Outreach & Good Faith Efforts
Summary Sheet Bid or Proposal Reference Number: _____

Contractor/Consultant Name:		Address/City/State/Zip/Telephone:			
Bid/Proposal Name:		Bid/Proposal Due Date:	Type of Bid Package: SBE		
SBE Subcontractor/Supplier's (Name/Address/City/State/Zip)	Type of Work/Supplies Solicited	Indicate Date and How SBE Contacted (e.g., Letter, Phone, Fax, etc)	SBE Response to Solicitation (e.g., Will Submit Bid, No Response, Not Interested) and Date	Contact Person	Phone Number
Please list above the name(s) of all firms contacted and their responses to the specified proposal or bid package. If additional space is required this form may be duplicated.					

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

Contractor Representative Signature / Print Name/Title Date

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Hilltop Lot (ITB #025-25)
BP #2- Site Work
March 28, 2025
THP #25041.00

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

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Hilltop Lot (ITB #025-25)
BP #2– Site Work
March 28, 2025
THP #25041.00

DOCUMENT 001000.17

Responsible Bidder Certification

Name of Bidder

Project: Hilltop Lot (ITB#025-25)
BP#2 - Site Work

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 Construction Manager.
- 8. Bidder has implemented a substance-abuse policy that is in compliance with Ohio's Drug Free Workplace Requirements. Bidder will provide evidence of implementation of such policies to the Construction Manager.
- 9. Bidder has all licenses required by applicable state law and regulation to perform work required herein.
- 10. Any and all professional license or licenses that have been revoked by Ohio or revoked by any other state within five (5) years prior to the Bid date as listed below:

- 11. Bidder has no final judgments against it which are not secured by payment bond or other surety at the time of award which are equal to or exceed fifty percent (50%) of the Bidder's net worth.
- 12. Bidder has complied with applicable unemployment and workers compensation laws for at least two (2) years preceding the date of bid submittal.
- 13. Bidder will not subcontract more than seventy percent (70%) of the bid amount of the Contract. Bidder acknowledges it may apply for a waiver of the foregoing requirement by the County, which waiver shall be subject to the review and approval of the County.
- 14. Bidder does not have an Experience Modification Rating of more than 1.3 (a penalty rated employer) with respect to the Ohio Bureau of Workers' Compensation risk assessment rating.
- 15. Bidder is not debarred from bidding on the contracts that are the subject of this bid.

16. Bidder 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
_____ 20__.

NOTARY PUBLIC

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Hilltop Lot (ITB #025-25)

BP #2– Site Work

March 28, 2025

THP #25041.00

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.

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Hilltop Lot (ITB #025-25)
BP #2- Site Work
March 28, 2025
THP #25041.00

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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Hilltop Lot (ITB #025-25)

BP #2– Site Work

March 28, 2025

THP #25041.00

BID SUBMISSION DOCUMENT COMPLETE & SUBMIT WITH BID

DOCUMENT 001000.22

REGISTRATION FORM

PLEASE READ AND ACKNOWLEDGE RECEIPT OF THIS DOCUMENT

Hilltop Lot (ITB #025-25) BP #2 – Site Work

All inquiries regarding this ITB are to be in writing and are to be mailed or faxed to:

Gina Richmond, Hamilton County Purchasing Dept.

138 E. Court Street, Room 507

Cincinnati, Ohio 45202

Fax #: (513) 946-4335

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

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

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

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

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

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

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

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Hilltop Lot (ITB #025-25)
BP #2 – Site Work
March 28, 2025
THP #25041.00

ATTACHMENT F
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 March 24, 2025 is attached as Exhibit E.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

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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
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, WARREN*

Special Jurisdictional Note : Warren in the townships of Dixon, Gasper, Irsel, 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.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

Change # : LCN01-2023ibLoc639

Craft : Painter Effective Date : 03/22/2023 Last Posted : 03/22/2023

	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	\$25.28	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.68	\$0.00	\$0.00	\$27.87	\$40.51
Painter Sign Journeyman Tech/Team Leader Class B	\$25.28	\$1.70	\$0.21	\$0.00	\$0.49	\$0.00	\$0.68	\$0.00	\$0.00	\$28.36	\$41.00
Painter Sign Journeyman Tech/Team Leader Class C	\$25.28	\$1.70	\$0.21	\$0.00	\$0.97	\$0.00	\$0.68	\$0.00	\$0.00	\$28.84	\$41.48
Painter Sign Journeyman Tech/Team Leader Class D	\$25.28	\$1.70	\$0.21	\$0.00	\$1.46	\$0.00	\$0.68	\$0.00	\$0.00	\$29.33	\$41.97
Sign Journeyman Class A	\$25.00	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.67	\$0.00	\$0.00	\$27.58	\$40.08
Sign Journeyman Class B	\$25.00	\$1.70	\$0.21	\$0.00	\$0.48	\$0.00	\$0.67	\$0.00	\$0.00	\$28.06	\$40.56
Sign Journeyman Class C	\$25.00	\$1.70	\$0.21	\$0.00	\$0.96	\$0.00	\$0.67	\$0.00	\$0.00	\$28.54	\$41.04
Sign Journeyman Class D	\$25.00	\$1.70	\$0.21	\$0.00	\$1.44	\$0.00	\$0.67	\$0.00	\$0.00	\$29.02	\$41.52
Tech Sign Fabrication/ Erector Class A	\$19.67	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.53	\$0.00	\$0.00	\$22.11	\$31.95
Tech Sign Fabrication/ Erector Class B	\$19.67	\$1.70	\$0.21	\$0.00	\$0.38	\$0.00	\$0.53	\$0.00	\$0.00	\$22.49	\$32.33
Tech Sign Fabrication/ Erector Class C	\$19.67	\$1.70	\$0.21	\$0.00	\$0.76	\$0.00	\$0.53	\$0.00	\$0.00	\$22.87	\$32.71
Tech Sign Fabrication/ Erector Class D	\$19.67	\$1.70	\$0.21	\$0.00	\$1.13	\$0.00	\$0.53	\$0.00	\$0.00	\$23.24	\$33.08

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 than 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: 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 :

Jurisdiction (* denotes special jurisdictional note) :

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

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

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: Truck Driver Locals 20,40,92,92b,100,175,284,438,377,637,908,957 - Bldg & Hwy Class 1

Change # : LCN01-2024ibBldgHwy

Craft : Truck Driver 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												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks; drivers on tandems; truck sweepers (not to include power sweepers & scrubbers)	\$31.84		\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.84	\$65.76
Apprentice	Percent											
First 6 months	80.00	\$25.47	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.47	\$56.21
7-12 months	85.00	\$27.06	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.06	\$58.60
13-18 months	90.00	\$28.66	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.66	\$60.98
19-24 months	95.00	\$30.25	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.25	\$63.37
25-30 months	100.00	\$31.84	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.84	\$65.76

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

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 :

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,92b,100,175,284,438,377,637,908,957 - Bldg & Hwy Class 2

Change # : LCN01-2024ibBldgHwy

Craft : Truck Driver **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												
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks; Pole Trailers; Ready Mix Trucks; Fuel Trucks; 5 Axle & Over; Belly Dumps; Low boys - Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation; Truck Mechanics (when needed)	\$32.26		\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.26	\$66.39
Apprentice	Percent											
First 6 months	80.00	\$25.81	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.81	\$56.71
7-12 months	85.00	\$27.42	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.42	\$59.13
13-18 months	90.00	\$29.03	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.03	\$61.55
19-24 months	95.00	\$30.65	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.65	\$63.97
25-30 months	100.00	\$32.26	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.26	\$66.39

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

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 :

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,92b,100,175,284,438,377,637,908,957 - Bldg & Hwy Class 3

Change # : LCN01-2024ibBldgHwy3

Craft : Truck Driver 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												
Truck Driver CLASS 3 Articulated Dump Trucks; Ridge-Frame Rock Trucks; Distributor Trucks)	\$33.26		\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.26	\$67.89
Apprentice	Percent											
First 6 months	80.00	\$26.61	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.61	\$57.91
7-12 months	85.00	\$28.27	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.27	\$60.41
13-18 months	90.00	\$29.93	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.93	\$62.90
19-24 months	94.96	\$31.58	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.58	\$65.38
25-30 months	100.00	\$33.26	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.26	\$67.89

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

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 :

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy

Change # : LCN01-2024ibCementHevHwy

Craft : Cement Mason 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												
Cement Mason	\$34.74		\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$54.26	\$71.63
Apprentice	Percent											
1st Year	70.00	\$24.32	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$43.84	\$56.00
2nd Year	80.00	\$27.79	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$47.31	\$61.21
3rd Year	90.00	\$31.27	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$50.79	\$66.42
4th Year	95.00	\$33.00	\$8.80	\$7.65	\$0.75	\$0.00	\$3.25	\$0.07	\$0.00	\$0.00	\$53.52	\$70.02

Special Calculation Note : Other \$0.07 is for International Training Fund

4th Year Apprentice Rate (95%) is only applicable to the jurisdiction of Local 404, this includes Ashtabula, Cuyahoga, Geauga, Lake, and Lorain counties.

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

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 : (A) 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.

*For Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facility Construction work in the following Counties: Ashtabula, Cuyahoga, Fulton, Geauga, Hancock, Henry, Lake, Lucas, Putnam and Wood Counties, those counties will use the Cement Mason Statewide Heavy Highway Exhibit B District 1 Wage Rate.

Details :

This rate replaces the previous Cement Mason Heavy Highway Statewide Rates (Exhibit A and Exhibit B rates), except for Cement Mason Statewide Heavy Highway Exhibit B Dist 1. sks

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2024ibLoc18hevhwylI

Craft : Operating Engineer 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												
Operator Class A	\$44.14		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.74	\$82.81
Operator Class B	\$44.02		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.62	\$82.63
Operator Class C	\$42.98		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$59.58	\$81.07
Operator Class D	\$41.80		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.40	\$79.30
Operator Class E	\$36.34		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$52.94	\$71.11
Master Mechanic	\$45.14		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.74	\$84.31
Crane and Mobile Concrete Pump 150' - 179'	\$44.64		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.24	\$83.56
Crane and Mobile Concrete Pump 180' - 249'	\$45.14		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.74	\$84.31
Crane and Mobile Concrete Pump 250' and Over	\$45.39		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.99	\$84.69
Apprentice	Percent											
1st Year	50.00	\$22.07	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$38.67	\$49.71
2nd Year	60.00	\$26.48	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$43.08	\$56.33
3rd Year	70.00	\$30.90	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$47.50	\$62.95
4th Year	80.00	\$35.31	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$51.91	\$69.57
Field Mech Trainee Class 2												
1st year	50.00	\$22.07	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$38.67	\$49.71
2nd year	60.00	\$26.48	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$43.08	\$56.33
3rd year	70.00	\$30.90	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$47.50	\$62.95
4th year	80.00	\$35.31	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$51.91	\$69.57

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 65 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. Mechanic Trainees will receive 10% increase if they are required to have CDL.**

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 Insert/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: Operating Engineers - Building Local 18 - Zone III

Change # : LCN01-2024ibLoc18zone3

Craft : Operating Engineer 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												
Operator Group A	\$44.14		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.74	\$82.81
Operator Group B	\$44.02		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.62	\$82.63
Operator Group C	\$42.98		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$59.58	\$81.07
Operator Group D	\$41.80		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.40	\$79.30
Operator Group E	\$36.34		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$52.94	\$71.11
Master Mechanic	\$45.14		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.74	\$84.31
Cranes & Mobile Concrete Pumps 150'-180'	\$44.64		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.24	\$83.56
Cranes & Mobile Concrete Pumps 180'-249'	\$45.14		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.74	\$84.31
Cranes & Mobile Concrete Pumps 249' and over	\$45.39		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.99	\$84.69
Apprentice	Percent											
1st Year	50.00	\$22.07	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$38.67	\$49.71
2nd Year	60.00	\$26.48	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$43.08	\$56.33
3rd Year	70.00	\$30.90	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$47.50	\$62.95
4th Year	80.00	\$35.31	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$51.91	\$69.57
Field Mechanic Trainee												
1st Year	50.00	\$22.07	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$38.67	\$49.71
2nd Year	60.00	\$26.48	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$43.08	\$56.33
3rd Year	70.00	\$30.90	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$47.50	\$62.95
4th Year	80.00	\$35.31	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$51.91	\$69.57

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 78, 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. Mechanic Trainees will receive 10% increase if required to have CDL

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; Gunite 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 sheepsfoot 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: Bricklayer Local 23 (Cincinnati)

Change # : LCN01-2024ibLoc23Cinci

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												
Bricklayer	\$35.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.18	\$69.68
Stone Mason	\$35.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.18	\$69.68
Pointer Caulker Cleaner	\$35.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.18	\$69.68
Refractory Workers	\$36.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.18	\$71.18
Refractory Worker Hot Pay	\$38.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.18	\$74.18
Sawman	\$35.25		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.43	\$70.05
Layout Man	\$35.25		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.43	\$70.05
Free Standing Chimney	\$35.50		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.68	\$70.43
Apprentice	Percent											
1st 6 months	70.00	\$24.50	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.68	\$53.93
2nd 6 months	74.00	\$25.90	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.08	\$56.03
3rd 6 months	78.00	\$27.30	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.48	\$58.13
4th 6 months	82.00	\$28.70	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.88	\$60.23
5th 6 months	86.00	\$30.10	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.28	\$62.33
6th 6 months	90.00	\$31.50	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.68	\$64.43
7th 6 months	94.00	\$32.90	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.08	\$66.53
8th 6 months	98.00	\$34.30	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.48	\$68.63
MASON FINISHER 1-90 Days	45.00	\$15.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.75	\$23.62
90-365 Days	45.00	\$15.75	\$9.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.54	\$33.42
366+ Days	50.00	\$17.50	\$9.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.29	\$36.04

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

Jurisdiction (* denotes special jurisdictional note) :
BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE*, WARREN

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.

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: 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 :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Ironworker Local 44

Change # : LCN01-2024ibLoc44

Craft : Ironworker Effective Date : 07/17/2024 Last Posted : 07/17/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker Reinforcing	\$35.87		\$9.20	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$59.47	\$77.40
Structural	\$35.37		\$9.20	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$58.97	\$76.65
Ornamental	\$35.37		\$9.20	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$58.97	\$76.65
Machine Mover/Rigger	\$35.37		\$9.20	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$58.97	\$76.65
Conveyer Mechanic	\$35.37		\$9.20	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$58.97	\$76.65
Maintenance/Heavy Hwy	\$35.37		\$9.20	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$58.97	\$76.65
Welder A	\$35.62		\$9.20	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$59.22	\$77.03
Welder B	\$35.87		\$9.20	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$59.47	\$77.40
Sheeter	\$35.37		\$9.20	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$58.97	\$76.65
Fence Erector	\$33.60		\$9.20	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$57.20	\$74.00
Ironworker	\$35.37		\$9.20	\$9.50	\$0.60	\$0.00	\$4.30	\$0.00	\$0.00	\$0.00	\$58.97	\$76.65
1st yr A	60.00	\$21.52	\$9.20	\$9.50	\$0.60	\$0.00	\$1.08	\$0.00	\$0.00	\$0.00	\$41.90	\$52.66
1st yr B	65.00	\$23.32	\$9.20	\$9.50	\$0.60	\$0.00	\$1.08	\$0.00	\$0.00	\$0.00	\$43.70	\$55.35
2nd yr A	70.00	\$25.11	\$9.20	\$9.50	\$0.60	\$0.00	\$1.08	\$0.00	\$0.00	\$0.00	\$45.49	\$58.04
2nd yr B	75.00	\$26.90	\$9.20	\$9.50	\$0.60	\$0.00	\$1.08	\$0.00	\$0.00	\$0.00	\$47.28	\$60.73
3rd yr A	80.00	\$28.70	\$9.20	\$9.50	\$0.60	\$0.00	\$2.15	\$0.00	\$0.00	\$0.00	\$50.15	\$64.49
3rd yr B	85.00	\$30.49	\$9.20	\$9.50	\$0.60	\$0.00	\$2.15	\$0.00	\$0.00	\$0.00	\$51.94	\$67.18
4th yr A	90.00	\$32.28	\$9.20	\$9.50	\$0.60	\$0.00	\$3.23	\$0.00	\$0.00	\$0.00	\$54.81	\$70.95
4th yr B	95.00	\$34.08	\$9.20	\$9.50	\$0.60	\$0.00	\$3.23	\$0.00	\$0.00	\$0.00	\$56.61	\$73.64
4th yr C	100.00	\$35.87	\$9.20	\$9.50	\$0.60	\$0.00	\$3.23	\$0.00	\$0.00	\$0.00	\$58.40	\$76.33

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, 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" or 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: 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 Reimbursement 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 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: Painter Local 123 & 238 Hwy 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	\$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	\$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	\$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	\$0.00	\$43.92	\$61.33

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

Ratio :
1 Journeyman to 1 Apprentice

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.

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 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: 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: Cement Mason Local 132 (Cincinnati)

Change # : LCN01-2024ibLoc132

Craft : Cement 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	\$32.00		\$8.00	\$6.50	\$0.75	\$0.00	\$0.44	\$0.06	\$0.00	\$0.00	\$47.75	\$63.75
Apprentice	Percent											
1st Year	70.00	\$22.40	\$8.00	\$6.50	\$0.75	\$0.00	\$0.44	\$0.06	\$0.00	\$0.00	\$38.15	\$49.35
2nd Year	80.00	\$25.60	\$8.00	\$6.50	\$0.75	\$0.00	\$0.44	\$0.06	\$0.00	\$0.00	\$41.35	\$54.15
3rd Year	90.00	\$28.80	\$8.00	\$6.50	\$0.75	\$0.00	\$0.44	\$0.06	\$0.00	\$0.00	\$44.55	\$58.95

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: 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: 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 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 administrated 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: 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 Mason Tenders.

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 :

Each employer may employ and train Apprentices in the following ratio to journeymen workers employed.
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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: 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: 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											
CILASS 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: 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: Labor HevHwy 3

Change # : LCN01-2024ibLocalHevHwy3

Craft : Laborer Group 1 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												
Laborer Group 1	\$35.52		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.12	\$67.88
Group 2	\$35.69		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.29	\$68.13
Group 3	\$36.02		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.62	\$68.63
Group 4	\$36.47		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$51.07	\$69.30
Watch Person	\$28.25		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$42.85	\$56.98
Apprentice	Percent											
0-1000 hrs	60.00	\$21.31	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$35.91	\$46.57
1001-2000 hrs	70.00	\$24.86	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$39.46	\$51.90
2001-3000 hrs	80.00	\$28.42	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$43.02	\$57.22
3001-4000 hrs	90.00	\$31.97	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$46.57	\$62.55
More than 4000 hrs	100.00	\$35.52	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.12	\$67.88

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, Guniting 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: 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: 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	\$34.17	\$43.85
	2nd Year	60.00	\$21.14	\$9.24	\$6.65	\$0.45	\$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	\$43.24	\$54.69
	4th Year	70.00	\$24.66	\$9.24	\$6.65	\$0.45	\$0.00	\$4.00	\$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: 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: 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: 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: 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 Electrican	\$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

Special Calculation Note : Other: Health Reimbursement 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 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 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: 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: Carpenter & Pile Driver SW District HevHwy

Change # : LCR01-2024ibCarpSWHevHwy

Craft : Carpenter Effective Date : 05/03/2024 Last Posted : 05/03/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Journeyman	\$34.25		\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$55.59	\$72.71
Apprentice	Percent											
1st 6 Months	60.00	\$20.55	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$41.89	\$52.17
2nd 6 Months	65.00	\$22.26	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$43.60	\$54.73
3rd 6 Months	70.02	\$23.98	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$45.32	\$57.31
4th 6 Months	75.00	\$25.69	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$47.03	\$59.87
5th 6 Months	80.00	\$27.40	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$48.74	\$62.44
6th 6 Months	85.00	\$29.11	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$50.45	\$65.01
7th 6 Months	90.02	\$30.83	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$52.17	\$67.59
8th 6 Months	95.00	\$32.54	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$53.88	\$70.15

Special Calculation Note : Other is UBC National Fund.

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

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.

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: 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: 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.

Hilltop Lot (ITB #025-25)
BP #2 – Site Work
March 28, 2025
THP #25041.00

SECTION 005000

AGREEMENT FORM

1. The Contract Form for this project will be AIA A132-2009 (modified).

END OF SECTION

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Amended and Modified
DRAFT AIA® Document A132™ – 2019

**Standard Form of Agreement Between Owner and Contractor,
Construction Manager as Adviser Edition**

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 »
« 138 East Court Street, Room 603 »
« Cincinnati, OH 45202 »

and the Contractor:
(Name, legal status, address, and other information)

« »

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

« Hilltop Lot »
« ITB 025-25 »
« BP #2 – Site Work »

The Construction Manager:
(Name, legal status, address, and other information)

« Messer Construction Co. »
« 643 West Court Street »
« Cincinnati, OH 45203 »

The Architect:
(Name, legal status, address, and other information)

« THP Limited, Inc. »
« 221 East Fourth Street, Suite 1150 »
« 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.

This document is intended to be used in conjunction with AIA Documents A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
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- 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, including the General Conditions of the Contract for Construction, AIA A232-2019, as modified and attached hereto), Drawings, Specifications, Addenda issued prior to execution of this Agreement, all insurance and bonds as set forth in AIA A132-2019 (Exhibit A hereto), 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 and as modified from time to time), the Project Schedule (as defined in Paragraph 3.10 of the General Conditions and as modified from time to time), and other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. All references in this Agreement to the AIA A232-2019 shall be to the AIA A232-2019 as modified and attached hereto. In the event of a conflict or inconsistency in or among the Contract Documents, the Contractor shall, unless directed otherwise in writing by the Owner, provide the greatest quantity, highest quality, highest degree of safety, and most stringent material, equipment or Work.

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 Contractor's Work shall include all construction services necessary to result in the timely and proper construction of the completed Project in accordance with the Contract Documents.

§ 2.3 The Work includes all items that would be reasonably inferable from the Contract Documents by contractors in similar situations as necessary to produce the results intended; provided, however, if it appears that any reasonable inferences would conflict with the Drawings and Specifications, then Contractor shall obtain direction before proceeding with such Work.

§ 2.4 Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Contractor shall furnish only skilled and properly trained and qualified personnel for the performance of the Work. Notwithstanding the foregoing, it is hereby acknowledged that the Contractor is an independent contractor and is not an employee, joint venturer, or agent of the Owner.

§ 2.5 The Contractor shall perform and complete its obligations under this Contract through the exercise of care, diligence and skill expected of a contractor (i) that is experienced and skilled in construction of the quality, complexity, size, nature,

site and location comparable to the Project, and (ii) that is highly familiar with (a) the site upon which the Project is to be constructed and (b) local conditions under which the Work is to be performed (such care, diligence, and skill is the "Standard of Care").

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ 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 Omitted

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than ☐ (☐) calendar days from the date of commencement of the Work.

☒ By the following date: ☐

Final Completion of the Work shall be achieved not later than thirty (30) days after the date of Substantial Completion ("Final Completion Date"). Final Completion is the stage of the Project where the Work has been completed in its entirety, including but not limited to achieving Substantial Completion, completing the Punchlist, issuance of the Architect's final Certificate for Payment, and completing all obligations and conditions in Section 9.10 of the General Conditions.

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work

Date to be substantially complete

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, damages shall be assessed as set forth in Section 4.5.

§ 3.5 Time is of the essence to the Contract Documents and all obligations thereunder. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work as of Substantial Completion.

§ 3.6 If, in the reasonable judgment of the Owner, the Contractor is unlikely to achieve Substantial Completion of the entire Work as required by the Contract Documents, then the Owner may require the Contractor to furnish promptly a "Recovery Plan" to demonstrate the manner and time period, not to exceed seven (7) days, in which the Contractor shall restore the progress and completion of the Work in compliance with that required by the Contract Documents. If the Owner is not satisfied with the Recovery Plan, the Owner shall have the right, but not the obligation, to direct the Contractor to accelerate the Work as necessary to achieve the progress and completion of the Work to the reasonable satisfaction of the Owner. Any acceleration required under this Section shall be performed without adjustment to the Contract Sum; provided, however, if the Owner requires an acceleration due to causes that would otherwise entitle the

Contractor to an equitable adjustment in the Contract Time per Section 8.3 of the General Conditions, then the Contract Sum shall be equitably adjusted, pursuant to a Change Order. If the Contractor fails to accelerate the Work adequately following a demand by the Owner to do so pursuant to this Section, and after having provided the Contractor written notice and a reasonable opportunity to cure of not less than ten (10) days, and without waiving any other rights or remedies, then the Owner (i) shall have the right, but not the obligation, to take appropriate action to accelerate the Work, with its own forces or through separate contractors, and (ii) may deduct from any payment due the Contractor, amounts as reasonably necessary to cover the costs associated with such acceleration.

§ 3.7 Whenever acceleration is required by the Owner under any provisions of the Contract Documents, the Contractor shall determine how best to accelerate performance of the Work and also comply with all other obligations of Contractor under the Contract. The Contractor may consider, among other methods of acceleration, providing additional labor, expediting deliveries of materials, performing overtime or re-sequencing the Work. Notwithstanding the Owner's exercise of any of its rights to accelerate the Work pursuant to the Contract Documents, in no event shall the Owner be deemed to have any control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work.

§ 3.8 The Contractor shall adhere strictly to its most recent Construction Schedule approved by Owner, Construction Manager and Architect for its Work and incorporated into the Project Schedule. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial use and/or occupancy of the completed Work following expiration of the Substantial Completion Date, subject to the terms and conditions of the Contract Documents.

§ 3.9 If Contractor does not Accomplish Final Completion by the Final Completion Date, Owner may thereafter engage other contractors to complete the remaining Work. Owner may deduct its resulting costs and expenses from amounts otherwise payable to Contractor, and Contractor shall reimburse Owner for any expenses that Owner does not deduct within ten (10) days after demand.

§ 3.10 Contractor shall (1) assist the Architect in determining when the Work or a designated portion or phase thereof has reached Substantial Completion and prepare for the Architect and Owner a punch list of incomplete or unsatisfactory items and a schedule for their completion; (2) assist the Architect and Owner in conducting inspections; (3) after the Architect certifies the date of Substantial Completion of the Work, coordinate the correction and final completion of such Work; and (4) when the Work is finally completed, provide written notice and certification to the Owner and the Architect that the Work is completed and ready for final inspection and acceptance, and on Final Completion, secure and transmit to the Owner all required warranties, guarantees, affidavits, releases, bonds and waivers and turn over to the Owner all keys to the Project in its possession.

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 one of the following:
(Check the appropriate box.)

☒ [X] Stipulated Sum, in accordance with Section 4.2 below

☐ [] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

☐ [] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2.2 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

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Cash Allowance #1	\$100,000.00

The Allowance shall be used as directed by the Owner. The unused portion of the Allowance shall be credited to the Owner via a deduct Change Order at Project completion.

§ 4.2.4 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)
UP-01		
UP-02		
UP-03		
UP-04		

§ 4.2.4.1 Where the Work involved is covered by unit prices contained in the Contract Documents, the value of any Work covered by a Change Order or Claim for an adjustment in the Contract Sum will be determined by application of such unit prices to the actual quantities of each scheduled item.

§ 4.2.4.2 The Construction Manager will determine the actual quantities and classifications of Unit Price Work performed by the Contractor. The Construction Manager will review with Contractor the Construction Manager's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). The Construction Manager's written decision thereon will be final and binding (except as modified by the Construction Manager to reflect changed factual conditions or more accurate data) upon Owner and Contractor.

§ 4.2.4.3 Each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item.

§ 4.3 Omitted

§ 4.4 Omitted

§ 4.5 Damages

« If Owner suffers damages as a result of Contractor's breach or failure to perform an obligation under this Agreement then Owner shall be entitled to recovery of such damages from Contractor, including consequential damages. »

§ 4.6 Other

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« N/A »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon complete Applications for Payment submitted to the Construction Manager and Owner by the Contractor in accordance with the requirements set forth herein, and Certificates for Payment issued by the Construction Manager and

Architect, the Owner shall make progress payments of approved amounts on account of the Contract Sum, to the Contractor, as provided below 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 and all required supporting documentation are received by the Construction Manager not later than the « 5th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « 5th » day of the « following » month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « thirty » (« 30 ») days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor and approved by the Owner in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the 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 Construction Manager and Architect may require. This schedule of values, unless objected to by the Construction Manager, Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 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.

§ 5.1.4.3 In accordance with the General Conditions, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 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 writing 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.

§ 5.1.4.3.2 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.

§ 5.1.5 Omitted

§ 5.1.6 Omitted

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«.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 Construction Manager 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 and Construction Manager. 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.)

« N/A »

§ 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 when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, 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, when the Work of this Contract is substantially complete, 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 when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

« »

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 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 or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 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.

§ 5.2.2 Omitted

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below.
(Insert rate of interest agreed upon, if any.)

« Zero Percent (0%) »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of the General Conditions.

§ 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 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of the General Conditions, then the Owner shall pay the Contractor as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« The Contractor shall be entitled to receive payment for the direct costs of the Work properly executed, direct and actual costs incurred by reason of such termination and reasonable overhead and profit on Work properly executed. »

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

§ 7.2 Omitted

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of the General Conditions; in such case, and only if such suspension was not caused by the Contractor or its subcontractors, suppliers, laborers or vendors, the Contract Sum and Contract Time shall be increased 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)

« »
« »
« »
« »
« »

§ 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 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™-2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of the General Conditions, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Omitted

§ 8.8 Other provisions

§ 8.8.1 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.

§ 8.8.2 The Contractor represents and warrants to the Owner the following (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion of the Work:

- .1 The Contractor is, and throughout the performance of the Work shall remain, financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 The Contractor is able to furnish the plant, tools, materials, supplies, equipment, services and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3 The Contractor is qualified to do business in the state in which the Project is located and is properly licensed by, and registered with, all necessary governmental, public and quasi-public authorities having jurisdiction over the Contractor, the performance of the Work and the Project; and
- .4 Execution of this Agreement and performance thereof is within the duly authorized powers of the Contractor and all resolutions or other authorization necessary for the Contractor to enter into this Agreement and for the signatory to sign this Agreement on behalf of the Contractor have been duly obtained and are currently in full force and effect.

§ 8.8.3 To the extent any preconstruction or other services have been provided by the Contractor before the execution of this Agreement, the Owner and Contractor nevertheless agree that this Agreement shall control the rights and responsibilities of the parties hereto. For the avoidance of doubt, all payments made by the Owner to Contractor related to the Project prior to the execution of this Agreement shall be considered payments made under this Agreement.

§ 8.8.4 The provisions of this Agreement that by their nature extend beyond the termination of this Agreement will survive termination, completion or expiration of this Agreement.

§ 8.8.5 If any portion of this Agreement shall be found invalid for any reason, such portion shall be severed from this Agreement and all remaining provisions shall remain in full force and effect.

§ 8.8.6 The parties expressly agree that this Agreement was jointly drafted, and they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed in a neutral manner.

§ 8.8.7 This Agreement may be executed in separate counterparts and delivered by facsimile or electronic scanned format, with the parties hereby acknowledging that each separately executed counterpart will be afforded the same force and effect as a duly signed original document, even if an executed counterpart is delivered only via facsimile copy or electronic scanned format.»

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as modified
- .2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit, as modified, a copy of which is attached hereto
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified (the “General Conditions”), a copy of which is attached hereto
- .4 Omitted
- .5 The following Drawings as may be revised by the Architect during the course of the Project:

Number	Title	Issue Date

- .6 Specifications:

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Omitted
- .9 Other documents, if any, listed below:

«The following documents contained in the Project Manual for the Project:

Number	Title	Pages

The following documents executed and submitted by Contractor for the Project: »

Number	Title	Pages

The following Project documents: »

Number	Title	Pages

This Agreement is entered into as of the day and year first written above.

**Board of County Commissioners, Hamilton
County, Ohio**

OWNER *(Signature)*

«Jeffrey Aluotto »«County Administrator »
(Printed name and title)

CONTRACTOR *(Signature)*

« »« »
(Printed name and title)

As required by Ohio Revised Code § 153.44, this Contract is found to be in accordance with §§ 153.01 to 153.60, inclusive, of the Ohio Revised Code:

Hamilton County Assistant Prosecuting Attorney



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DRAFT AIA® Document A132® – 2019

Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year «2025»
(In words, indicate day, month, and year.)

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

« Hilltop Lot »
« ITB 025-25 »
« BP #2 – Site Work »

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

«Board of County Commissioners,»
«Hamilton County, Ohio»
«138 East Court Street, Room 603
Cincinnati, Ohio 45202 »

THE CONTRACTOR:
(Name, legal status, and address)

«
»

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™–2019, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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.

This document is intended to be used in conjunction with AIA Document A232™–2019, General Conditions of the Contract for Construction. Article 11 of A232™–2019 contains additional insurance provisions

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§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to false work and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager's, and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions; provided, however, that the Contractor shall be responsible for all costs not covered because of a deductible to the extent such costs are incurred as a result of the negligence by the Contractor, a Subcontractor, or any person or entity performing any portion of the Work or for whom either the Contractor or a Subcontractor is directly or indirectly responsible. In addition, if coverage is required by the insurance provided pursuant to this Agreement due to the fault or negligence of Contractor and/or its Subcontractors or anyone else for whom Contractor is liable, Contractor shall be responsible for paying all such deductible or self-insured retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Omitted.

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «One Million Dollars» (\$ «1,000,000») each occurrence, «Two Million Dollars» (\$ «2,000,000») general aggregate, and «Two Million Dollars» (\$ «2,000,000») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «One Million Dollars» (\$ «1,000,000») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than «One Million Dollars» (\$ «1,000,000») each accident, «One Million Dollars» (\$ «1,000,000») each employee, and «One Million Dollars» (\$ «1,000,000») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than «Two Million Dollars» (\$ «2,000,000») per claim and «Two Million Dollars» (\$ «2,000,000») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than «One Million Dollars» (\$ «1,000,000») per claim and «One Million Dollars» (\$ «1,000,000») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than «Two Million Dollars» (\$ «2,000,000») per claim and «Four Million Dollars» (\$ «4,000,000») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than «One Million Dollars» (\$ «1,000,000») per claim and «One Million Dollars» (\$ «1,000,000») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than «Five Hundred Thousand Dollars» (\$ «500,000») per claim and «Five Hundred Thousand Dollars» (\$ «500,000») in the aggregate.

§ A.3.2.13 Excess or umbrella liability insurance covering claims in excess of the limits provided in this Section A.3.2, with policy limits not less than Ten Million Dollars (\$10,000,000) for each occurrence and in the aggregate.

§ A.3.3 Omitted

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

100% of the Contract Sum

Performance Bond

100% of the Contract Sum

If, prior to execution of the Contract, the Contractor submitted to the Owner the Bid Guaranty and Contract Bond as bid guaranty, the Payment Bond and Performance Bond are the Bid Guaranty and Contract Bond; no other form of Bond is required. If Contractor submitted a certified check, cashier's check drawn on a solvent bank or irrevocable letter of credit as bid guaranty, a Payment Bond and Performance Bond, in compliance with Ohio Revised Code Sections 153.54(C) and 153.57, shall be promptly submitted to the Owner before commencing the Work. The Payment Bond and Performance Bond shall be fully executed and supported by credentials showing the power of attorney for the attorney-of-fact of the bonding agent.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« N/A »

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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, and Messer Construction Co., hereinafter called the Oblige, 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 Oblige, 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 Oblige 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 Oblige 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

Hilltop Lot (ITB #025-25)
BP #2 – Site Work
March 28, 2025
THP #25041.00

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

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 _____, _____.

Hilltop Lot (ITB #025-25)
BP #2 – Site Works
March 28, 2025
THP #25041.00

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

SECTION 00 73 19 - HEALTH & SAFETY REQUIREMENTS

PART 1 - GENERAL

- 1.1 The following provides a summary of Contractor's Safety Program requirements regarding worker safety and/or project safety.
- 1.2 This summary should in no way be construed as being all-inclusive. It is issued as a guide to aid each Subcontractor in their understanding of the safety expectations on this project.
- 1.3 Subcontractors must abide by the Messer Safety, Health and Environmental Requirements, latest revision.

PART 2 - SITE SPECIFIC SAFETY PLAN AND PRECONSTRUCTION SAFETY MEETING

- 2.1 A project specific safety plan will be developed by the Contractor and provided to Subcontractors that will reference, more directly, site safety requirements and provide the Emergency Action Plan, Site Requirements and General Requirements.
- 2.2 All Subcontractors will be required to provide, to Contractor, a site specific safety plan for review and approval before any work is to begin on site. This plan must be completed using the provided template and describe the means and methods that the Subcontractor will be using to safely perform all work on site, and comply with all federal, state and local safety requirements. This site specific plan will be provide to the Contractor for review and approval before any work activities are to begin onsite.
- 2.3 As part of this plan, Subcontractors will provide all SDS sheets (safety data sheets) for any and all chemicals that will be used on site, to be stored at the project operations office in a predetermined place, to ensure access for all.
- 2.4 Prior to beginning work onsite, the site-specific safety plan and associated documentation must be reviewed and discussed with Messer project management and safety personnel in a scheduled Preconstruction Safety Meeting. Site specific safety requirements and processes will also be reviewed in this meeting. Subcontractor attendees must include, at a minimum: Project Manager, site-based leader (Foreman and/or Superintendent) and Safety Representative.

PART 3 - NEW WORKER SAFETY ORIENTATION

- 3.1 All workers (craft, management, etc.) are required to attend a jobsite safety orientation prior to the start of work. This orientation will address safety, risk analysis, and infection control requirements on this project. It is anticipated that this orientation will take approximately one hour to complete.

PART 4 - SPECIFIC SAFETY REQUIREMENTS

- 4.1 Hard hats are required to be worn at all times.
- 4.2 Every Subcontractor, including lower tier subcontractors, shall provide, and require its employees to utilize, eye protection at all times on this project. This requirement applies to all employees at all times while on site except during scheduled breaks away from potential eye hazards or while in a trailer performing office functions.

- 4.3 Gloves are required for anyone entering or working on the jobsite. Every Subcontractor, including lower tier subcontractors, is required to provide appropriate hand protection for their employees with glove selection based on task hazards presented for work performed.
- 4.4 High-visibility vests or clothing is required at all times. In addition, any persons directing traffic along roadways are to have reflective signage to direct traffic in addition to the other PPE requirements.
- 4.5 100% fall protection at or above 6' for all personnel is required.
- 4.6 Guardrails are required on the perimeter all rooftops until final finish components need to be install at the perimeter.
- 4.7 Any barricade or safety device removed by a Subcontractor's employee(s) in order to perform the work shall be immediately re-erected as soon as that work activity is complete. Temporary barricades and controlled access zones must be established while the barricade is down. If the Subcontractor does not perform this in a timely manner, Contractor or designee will perform and back charge the Subcontractor.
- 4.8 Use of platform style step ladders are required on this project. Regular step ladders will not be permitted.
- 4.9 100% tie-off is required while using all forms of lifts, including scissors lifts.
- 4.10 All Subcontractors performing any hot work (grinding, welding, burning, etc.) are required to provide a fire watch person. Fire blankets are also required where necessary.
- 4.11 All Subcontractors performing any overhead work will have approved plan to protect entire site from overhead hazards or falling objects before work is to begin.
- 4.12 Weekly Safety Meetings with all employees of this Subcontractor, documented by attendance sheets, typed safety topics (Tool Box Talks), a copy of the agenda, and minutes. This documentation is to be filed with Contractor on a weekly basis.
- 4.13 Weekly Safety Walk-Through of the jobsite by each Subcontractor's Superintendent and Contractor's onsite personnel documented by a listing of deficient items found, methods of correction, and date of correction. This documentation is to be filed with Contractor on a weekly basis.
- 4.14 Subcontractors will be required to complete a job safety analysis (JSA) for each work activity that they will perform. This documentation is to be filed with Contractor on a daily basis. Each Subcontractor employee shall attend the site wide morning huddle every morning at the location determined by the project team. After the site wide huddle, each Subcontractor shall conduct a huddle meeting prior to every work shift to discuss the activities of the shift, review JSA(s) and to establish a safe plan of action to accomplish the work. This meeting shall be conducted with all employees working on site by the on-site leader for each Subcontractor. Any changes to the established plan shall be communicated throughout the shift to affected employees.
- 4.15 Subcontractors will be required to address any site safety issues noted through FieldView or the current Messer safety tracking application within 24 hours after the issue has been noted.

PART 5 - MESSER SAFETY 4-SITE PROGRAM

- 5.1 The Messer Safety4Site Program (the "Program") has been established by Messer with the objective of reducing unsafe conditions which could cause accidents on Messer projects. It is applicable to all Messer employees; and subcontractors, sub tier contractors and material suppliers of all tiers (all of the foregoing being referred to in this document as "Subcontractors") in addition to the obligation of all Subcontractors, under the Subcontract Documents, to comply with all applicable federal, state, and local occupational safety and health laws including, but not limited to, standards, regulations, and requirements under the Occupational Safety and Health Act

("OSHA"). The Program does not create a Messer duty or assurance of safety to any Subcontractor or Subcontractor's employee (see Additional Terms, below).

Each Subcontractor and Messer employee shall be subject to specific remedies set forth below in case of violation of the OSHA Focus 4 Hazards (falls, electrical, struck by, caught in/between) by its employees. Messer reserves the right to escalate directly to higher level consequences for egregious fall protection violations. Egregious violations are defined as an exceptionally severe circumstance where there is an immediate and substantial risk of a person falling from an elevated position, leading to grave injury or loss of life. These include, but are not limited to, the examples outlined in the Non-Negotiable Behavior chart.

For covered violations (either actions or omissions) related to the OSHA Focus 4 Hazards, the following shall apply:

A. First Violation by an Employee or Subcontractor

1. Upon investigation and notification by Messer of the violation, Subcontractor shall remove the employee or Messer shall remove its employee from the site for the remainder of that working day (and for the next working day also if removal occurs in the second half of the employee's shift). If the employee is a supervisor or if Subcontractor's supervisor is not readily available, Messer may direct the employee to leave the site and the incident shall be reported to Subcontractor's management.
2. Immediately following S4S event, Messer Safety Manager and Project Manager or other designated person shall meet with employee and supervisor to review S4S incident and define immediate corrective actions
For fall protection violations - determination will be made at this time if the violation is egregious. Messer Safety Department leadership will be involved in the determination. Egregious fall protection violations will result in the following:
 - a. **Subcontractor employee:** escalation to Second Violation level consequences as outlined in the following section of this program, including removal from Messer projects for a period of one year.
Messer employee: suspension, without pay, for a minimum of 5 days and completion of fall protection retraining prior to returning onsite.
3. The Senior Project Executive (SPE) or other designated Messer manager will notify Subcontractor executive management of the S4S violation. Notification will request that Subcontractor contact SPE to define how future S4S violations will be prevented.
4. Upon return, the Subcontractor (or Messer if a Messer employee is involved) shall give the employee a one-page handout on the Focus 4 Hazards. Employee must read, sign and date. Subcontractor or Messer must discuss the violation and corrective actions taken at the next huddle meeting.
5. S4S Incident will be reviewed at the following days Site Wide Morning Huddles and/or Plan of the Day (POD) meeting (or other) to reinforce actions and requirements.

B. Second Violation by the same Employee

This section applies in case of violation by an employee (of a subcontractor or Messer) of the same Focus 4 Hazard within one year, or a different Focus 4 hazard within a three month timeframe, or any egregious fall protection violation by a subcontractor; otherwise a subsequent violation by the same employee is treated as a First Violation by that individual.

1. Initial actions will Follow Steps 1-3 above

2. A subcontractor employee will not be permitted to work on any Messer project for a period of one year. Prior to return to work on Messer projects, the employee must complete the 10-hour OSHA training program and Subcontractor must provide an action plan to Messer project management for approval prior to employee return.
3. A Messer employee will be terminated and will not be eligible for re-hire for 30 days and the employee must complete a 30-hour OSHA training program, retraining on the subject matter relative to the violation(s) as determined by the Safety and Craftforce Development, whether previously taken or not.
4. Subcontractor or Messer must discuss the violation and actions taken at the next Site Wide Morning Huddle meeting and/or Plan of the Day (POD) meeting.
5. Messer Safety Department will ensure that tracking of these individuals is documented and available to project sites.

C. Second and/or Multiple Violations by a Subcontractor

This section applies in cases of a second violation by a Subcontractor's employees on a specific project or multiple violations on a project (whether the same or different employees are involved in the two incidents). or if a Subcontractor incurs a total of three or more covered violations on any other Messer projects collectively, during any 12-month period. This section also applies to first violations of any fall protection category violation if it is determined to be egregious.

1. Upon second violation at the specific project site or multiple violations at any Messer site over a 12-month period, Messer will require the following actions be taken before any work will continue:
 - a. Subcontractor Executive Management will meet with Messer to determine future remedial actions to be taken to prevent further violation.
 - b. Subcontractor shall provide a written corrective/remediation action plan. This plan must be approved by Messer Safety Department and any necessary resources, or requirements needed must be put in place prior to resumption of work activities.
2. Upon second (or multiple) violation, Messer Safety Department will determine requirement for a full-time and qualified safety representative to the project to supervise the communication and the work activities of the Subcontractor. The safety representative must be approved by Messer Safety department and provided at no additional cost to the Owner or to Messer. If required, this safety person must be on site whenever the Subcontractor is performing work on the project, until such time that Subcontractor has demonstrated to Messer's satisfaction that a significant improvement with the Subcontractor's safety performance has occurred.
3. If the Subcontractor has a direct contract with Messer, Messer may terminate those contracts for cause without further notice or opportunity to cure, and thereafter pursue all other available remedies for such default. If the Subcontractor does not have a direct contract with Messer, Messer may direct the Subcontractor under which the violating Subcontractor is working to remove the violating Subcontractor permanently from the project; in that event, the higher-tier Subcontractor has the responsibility of fulfilling the violating Subcontractor's work by other means at no additional cost to the Owner or Messer. If Messer elects not to terminate, Messer may impose other reasonable sanctions including additional safety assurance requirements.

D. Additional Terms

1. This Program is subject to change by Messer from time to time with notice to Subcontractor; however, Subcontractor is not required to accept material increases in its obligations or liability under the Program without its consent.

2. It is the intention of the Program to cover violations related to Focus 4 Hazards which are of a significant nature. Messer's good faith determination as to whether it is a covered violation or not shall be final. Every identified violation will be reviewed by the supervisor of the site manager to ensure consistency of interpretation of a violation of the Focus Four Non-negotiables.
3. In Messer's discretion, a group of related individual violations may be treated as a single violation at the Subcontractor level. For example, if several Subcontractor employees engaged in related work are failing to use required fall protection, each such employee will be charged with an individual violation when the situation is discovered by Messer but if Subcontractor has no previous violations on this project, Messer may treat the incident as a single violation for Subcontractor and not impose Second Violation or Multiple Violation sanctions on Subcontractor.
4. For purposes of Multiple Sanctions, "Messer projects" include all projects in which Subcontractor is a subcontractor or material supplier of any tier under Messer, and all projects in which Messer provides construction management services covering Subcontractor pursuant to an agreement with the Owner.
5. It is not Messer's intention to interfere in Subcontractor's relationship with its employees. When feasible, significant actions under the Program such as excluding an employee from the project site will be notified by Messer to a supervisory employee of the Subcontractor for the Subcontractor to put into effect immediately, but Messer reserves the right to take immediate action to rectify unsafe situations, and to direct a Subcontractor employee to leave the site if Subcontractor management personnel are not on site. If Subcontractor is directed to remove an employee from the site, the disposition of the employee after leaving the site and any resulting compensation issues for the employee are solely between the Subcontractor and the employee, and the Program does not require that the Subcontractor withhold pay from the employee for the time that the employee is barred from the site, but there shall be no additional cost to the Owner or Messer for the Work as a result of exclusion of an employee or any other action taken pursuant to the Program.
6. Messer and the Owner do not assume any responsibility whatsoever to Subcontractor, to its employees, or to third parties, for supervising or monitoring the safety precautions or compliance of the Subcontractor and its employees; Subcontractor remains solely responsible for these matters and shall defend and fully indemnify the Owner and Messer, as provided in the Subcontract Documents, against any claims or damages resulting from safety violations or other negligence of Subcontractor employees. Messer assumes no duty to anyone to detect and require correction of violations. Messer may, but is not required to, make periodic inspections of the project site. By establishing the Program and conducting other safety-related activities on the project, Messer is not undertaking any duty to Subcontractor, to Subcontractor's employees, or to third parties concerning safety on the project and any such duty is expressly disclaimed.
7. Sanctions provided under the Program for individuals and the Subcontractor are not exclusive and Messer reserves all other remedies provided under the Subcontract Documents or by law.
8. The Owner and Messer shall have no liability whatsoever to any Subcontractor or Subcontractor's employee or any third party for actions taken by Messer pursuant to the Program in good faith, even if it is later determined that such action was factually or legally unjustified.
9. A Subcontractor is not charged with a violation under the Program for any violation committed by an employee of a Lower tier subcontractor or material supplier to that Subcontractor, as long as the Subcontractor's supervisory personnel had communicated the program requirements and did not direct the activities leading to the violation being

Hilltop Lot (ITB #020-25)

BP #1 – Demolition

February 28, 2025

observed by Messer. Each Subcontractor must take all necessary actions to make the Program binding on its lower tiers and to cooperate with Messer in implementing any applicable sanctions against its lower tiers. Lower tier subcontractors shall be entities with written agreements that include similar terms and conditions as those of Subcontractors with direct contracts with Messer. In the absence of such written agreements, Lower tier subcontractor employees and representatives shall be treated as employees of the Subcontractor.

Safety4Site
Non-Negotiable Behavior

Falls	Struck-By	Caught-In-Between	Electrical / Utility
Working 6 feet or greater with no fall protection (100% fall protection at 6 feet or greater).	Disregard or crossing of designated controlled access zones without prior authorization from the controlling/installing contractor.	Entering an unprotected trench or excavation 5 ft deep or greater, without proper cave-in protection – shoring, sloping/benching, trench box	Operating equipment or working within 10 feet from overhead power lines. (Equipment, ladders, scaffolding, tools, etc.) Note: In transit with no load and boom lowered, the equipment clearance shall be a minimum of 4 feet for voltages less than 50KV.
Exposed holes large enough for a human to pass through, and is 6 feet or greater in depth, left unprotected or improperly protected.	Exposing workers to overhead struck-by hazards - Failure to properly plan and execute overhead work that potentially exposes persons below (e.g. masonry work, roofing, welding, demolition, steel erection, formwork, deck penetrations, etc.). Dropping debris off building without proper chutes or alternate procedures approved by Messer.	Entry into a confined space without proper training, permits, equipment or safety processes in place	Exposing oneself or others to live bare electrical conductors (i.e. open electrical panels, junction boxes, missing knock outs, etc.) greater than 50 volts.
Blatant, clear and/or intentional misuse of fall protection equipment or fall protection systems including: Altering removing or disabling any component of a fall protection system.-May include but not limited to: taking down a guardrail or warning line and not replacing it; altering someone's PFAS without permission.	Riding on equipment not designed for multiple passengers or open back pickup trucks (catching a ride).	Failure by operator to barricade/protect potential crush or pinch point hazards between equipment being operated and adjacent structures or other equipment. Failure by operator to barricade/protect the swing radius of stationary equipment (e.g. cranes). Exposing oneself to a caught-between hazard by disregarding barricading/protection without prior authorization from the controlling/installing contractor.	Working on live electric without the proper planning/approval, PPE and procedures. All live work must be discussed with Messer prior to the work being performed.
Failure to tie off in any Mobile Elevated Work Platform (MEWP) (boom lift, Scissor lift, etc)	Using damaged equipment that may inadvertently fire (i.e. nail guns, etc.). Altering the equipment where the safety is bypassed. This may include but not limited to: disabling a guard on a chop saw; removing the guard on a hand grinder; disabling the safety muzzle of a pneumatic nailer or powder actuated tool; etc.	Operator exposing employee(s) to an overhead load while working in an excavation. This may include but not limited to: loaded excavator bucket; empty excavator bucket; load that is strapped to an excavator bucket; etc.	The unauthorized altering, by-passing or removing any guards, locks, tags, or any other safety device protecting persons from live electric.
Improper use of ladders. (e.g) 1. Standing on very top cap. 2. Straddling or sitting on top of ladder.	Rigging without proper training or blatant, clear and/or intentional misuse of rigging equipment.	Reckless operation of equipment (i.e. horseplay, operation within 2' of a trench, exceeding the limitations of the machine, bypassing any safety devices, etc.). Operating in tight confines with out a spotters or operating without proper training	Failure by competent person or operator to survey for utilities, before digging, core drilling, cutting or demolition Failure by competent person or operator to follow established protocols for re-marking, hand digging, pot-holing, etc. within established tolerance zones
<p>Egregious fall protection violations will result in higher level accountability as outlined in the program language. These are defined as an exceptionally severe circumstance where there is an immediate and substantial risk of a person falling from an elevated position, leading to grave injury or loss of life.</p> <p>Examples include, but are not limited to:</p> <ul style="list-style-type: none"> - Working within reach of an open edge with no fall protection - Standing on the top rails of a MEWP without any PFAS - Standing on the top rail of a platform ladder - Working on a wall, column or other vertical surface without any fall protection 			



PART 6 – SUBCONTRACTOR FOREMAN ROLES AND RESPONSIBILITIES

- A. The above items are required for each project and the expectation is that each Subcontractor Foreman carry out these commitments and fulfill each requirement to the fullest extent. In summary, each Foreman is responsible for the following:
1. Completion and/or Execution of their Site Specific Safety Plan
 - a. The Site Specific Safety Plan shall be reviewed periodically as the project changes to ensure new hazards are being identified and a plan put in place to prevent.
 - b. Updates to the Site Specific Safety Plan shall be provided to Messer in a timely manner.
 2. Completion, submission, and review of their JSA's on a daily basis.
 3. Completion, submission, and implementation of a 5S Plan that follows the guidelines of Messer's 5S program. Each topic is to be addressed in this plan and that plan shall be executed by the Foreman and their crew.
 - a. Sort: Just-in-time deliveries
 - b. Straighten: Organized material and equipment storage
 - c. Shine: Continuous Daily Clean-Up
 - d. Standardize: Color Coded Delivery
 - e. Sustain: Composite Clean-Up Crews (Messer has the right to invite Foreman to participate in the composite clean-up crew)
 4. Hold their crew accountable for wearing proper PPE and provide their crew with proper PPE.
 5. Complete Messer permits and turn them in prior to starting work.
 6. Identify competent people for each hazard and hold them accountable to their role.
 7. Identify certified riggers/signal person(s) and hold them accountable to their role.
 8. Identify hazards and formulate a plan to eliminate or avoid those hazards.

PART 7 – DROPPED OBJECT PREVENTION AND OVERHEAD PROTECTION

- A. Overhead risks and controls shall be identified for key scopes of work and addressed in the Subcontractor Site-Specific Safety Plan. Daily JSA's shall be used to identify area-specific risks and controls for each day's work activities. Controls identified on the daily JSA must be in accordance with minimum controls identified within the following requirements, Messer's risk assessment and site-specific safety plan and the subcontractor's approved site-specific safety plan.
1. Primary control measures shall be the preferred method of protection. Secondary control measures must be utilized where the primary control measures for dropped object prevention are not feasible or will not provide complete protection. Most overhead work activities will require a combination of primary and secondary controls.
 - a. Primary Control (Dropped Object Prevention) measures are focused on preventing an object from falling. These measures may include; tool lanyards/tethers, rated tool bags with closure, guardrails with netting, sloped roof protection, material storage and securement/tethering.
 - b. Secondary Control (Dropped Object Protection/Overhead Protection) measures are focused on preventing a dropped object from causing injury to persons or damage to property, but do not prevent an object from falling. These measures may include; protective canopies, horizontal debris nets, and controlled access zones.

- B. Mesh or netting is required on all perimeter guardrails installed at heights above 10' as well as on rail systems around elevator shafts, mechanical chases, stairwells or similar openings inside buildings where employees will perform work.
- C. Sloped roofs shall have slide guards, debris netting or other means of primary dropped object prevention in place at all times when employees, tools or materials are present on the roof. If not feasible for the activity, an alternate plan for protection must be submitted and approved.
- D. All buildings with exterior elevated work ongoing shall have designated, protected access/egress points from the building. This may be accomplished by walk through scaffolding, connex boxes, canopy structures or other equivalent means. Additionally, measures must be put in place to restrict use of non-designated access/egress points. Emergency egress needs must be taken into consideration when planning.
- E. Controlled access zones (CAZ) shall be established for all overhead work activities where there is potential for unauthorized individuals to enter the area below. Barricades should be sized such that a dropped object will not deflect and bounce beyond the barricade. If barricades cannot be sized to fully contain deflected objects, primary protection measures must be used in addition to controlled access zones. Additionally, primary protection measures must be used when authorized ground personnel are potentially exposed to overhead hazards in the barricaded area.
 - 1. Danger or caution tape (including reinforced tapes) shall not be used for overhead protection CAZs. Only hard barricade material may be used (e.g., snow fence, cones and bones, jersey barriers). Flagged rope or chain may be utilized for short-term barricades.
 - 2. Barricades must have signage or tags indicating the risk and ownership of the barricade.
- F. Material storage and waste/debris containment and disposal shall be managed per Messer's 5S program to limit potential falling or windborne objects. No materials shall be stacked/stored higher than guardrail protection if stored adjacent to perimeter or shaft guardrails. Sheet goods (including plywood, metal decking, insulation board, etc.) and other loose materials stored on open decks or roofs shall be positively secured when not actively being used and at the end of each shift. Acceptable securement may include straps, banding, pallet wrap, etc.
- G. Failure to implement these procedures or use required drop prevention systems/overhead protection will be considered a violation of Messer's Safety4Site program and will result in removal from the project site.

PART 8 – FALL PROTECTION PLANNING

- A. Guardrail systems shall be the preferred choice of protection for all elevated work activities. If the contractor/supplier can prove that guardrails are infeasible or create a greater hazard, as defined in Subpart M of the OSHA Construction Standards, it may, where permitted by a Messer Safety Leadership, implement the following alternative systems in response to the fall hazards:
 - 1. Personal fall arrest systems;
 - 2. Warning lines;
 - a. Required to be a minimum of 15 feet back from leading edges for all trades, excluding roofers.
 - 3. Controlled access zones;

4. Safety net systems
 5. Safety monitoring systems will not be permitted.
- B. These alternative systems may be utilized, with approval, in controlled work environments provided the following is established:
1. Explanation in writing is submitted to the Messer Safety Department as to why the use of guardrail systems is infeasible or creates a greater hazard/harm to the individuals involved.
 2. Development of a written fall protection plan, utilizing the Messer Fall Protection Plan template, which outlines all elements involved with the usage of personal fall arrest systems, warning lines, controlled access zones, and
 3. Orientation process, which communicates this information to the individuals involved with the work activity, prior to beginning work.
- C. The purpose of this extensive pre-planning is to ensure that the most effective and appropriate fall protection systems are used whenever possible. It is also designed to ensure that those individuals involved with the usage of personal fall arrest systems, warning lines and controlled access zones truly understand the detail and organization required. Finally, the pre-planning will also highlight who is permitted (due in part to thorough training and communication) to work with these systems.

END OF SECTION 00 73 19



Safety Requirements

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1.0 Introduction, Purpose and Scope

1.1 CEO Statement

- 1.1.1 Messer's safety goal is zero injuries on our projects. Our core safety values are:
 - 1.1.1.1 We believe no job, task or schedule is more important than the health and safety of people on or near our jobsites
 - 1.1.1.2 We are responsible for and take action to ensure our own safety and the safety of those around us
 - 1.1.1.3 We will return every person home to their families safely each day
- 1.1.2 When our decisions and actions are guided by these core values, accidents will be nonexistent.
- 1.1.3 We are a company of builders who respect not only each other but our business partners. We have a strong passion to keep everyone safe and are committed to building a zero injury culture.
- 1.1.4 Creating and maintaining a culture of zero injuries takes every person working together to positively influence safety and health decisions, processes and policies. The continued growth of that safety culture will be greatly influenced by example. So, it is expected that Messer leaders, senior managers and our business partner's leadership model the safety behavior expected. However, it is imperative that all employees and workers on our sites make solid safety decisions, as well as hold all levels of management accountable for making safety a component of their leadership and supervision.
- 1.1.5 All contractor, temporary and/or full-time employees have the authority to suspend a work task or group orientation when the control of safety or environmental risk is not clearly established or understood.
- 1.1.6 Stop Work Authority is in place to ensure the right thing is done the right way.
- 1.1.7 This program manages risk and protects personnel, the environment and various assets. Any intervention will be supported by the Company Management and there will be no repercussions for using the Stop Work Authority.
- 1.1.8 This commitment will keep our construction sites and all of our work environments accident free.

1.2 Purpose

- 1.2.1 The purpose of this Safety Requirements is to define minimum safety requirements for all Messer projects, Employees, Subcontractors, and other companies engaged in services on a Messer project. The requirements identify key points of Messer's Safety, Health and Environmental Management Plan to be undertaken during all construction activities.
- 1.2.2 These requirements are built upon Messer's philosophy that every incident is preventable. This forms the basis for our safety processes, procedures, and requirements that will be implemented on all Messer projects. The aim of this program is to provide personnel with the required information and knowledge to do the right things, the right way, every time to achieve our goal of Zero Injuries on our projects.

1.3 Scope

- 1.3.1 This plan applies to all personnel associated with any Messer project and any other location or task associated with a Messer project, including corporate headquarters, regional offices and the Rental Division.
- 1.3.2 All Messer employees, sub-contractors and visitors shall comply with the requirements specified in this document as part of the contract conditions during execution of the service. Exceptions are only allowed upon approval by Messer via formal requests. If any conflicts are found the more stringent requirement shall apply. This document sets out the requirements to verify that safe work practices are established, appropriately supervised, with proper training and management so as to help prevent incidents such as personal injury, injury to others, environmental damage/impacts, or property damage.

2.0 General Requirements

2.1 Safety and Health Program

- 2.1.1 Each contractor (and supplier when applicable) shall submit a copy of its site-specific safety program to Messer before its work begins. This plan must include the criteria and topics outlined in the Messer Subcontractor Site-Specific Safety Plan template. The contractor/supplier shall ensure that their plan meets or exceeds the safety requirements for the project.
- 2.1.2 The contractor/supplier is required to submit its fall protection plan (if applicable), any applicable training certification such as crane operator training, and any other site-specific paperwork associated with the project, before work begins.
- 2.1.3 Prior to beginning work onsite, the site-specific safety plan and associated documentation must be reviewed and discussed with Messer project management and/or safety personnel in a Preconstruction Safety Meeting.
- 2.1.4 Each contractor/supplier shall maintain an effective Company safety and health program, which will provide systematic policies, procedures and practices that are adequate to identify and protect their employees from occupational safety and health hazards. The contractor/supplier safety and health program shall, at a minimum, include:
 - 2.1.4.1 Management commitment and employee involvement;
 - 2.1.4.2 Documented work site analysis and hazard assessment;
 - 2.1.4.3 Hazard prevention and control procedures; and
 - 2.1.4.4 Safety and health training.

2.2 Reporting

- 2.2.1 The contractor/supplier shall notify the Messer representative immediately in the event of an injury, first aid case, near miss, property damage, or environmental incident, such as a spill or release of hazardous material.
- 2.2.2 The contractor/supplier shall submit a completed Messer accident/incident report to the Messer representative within 24 hours of the occurrence of the injury, incident, etc.
 - 2.2.2.1 The report shall include, as a minimum, the nature and extent of the injury, first aid case, near miss or incident, causes of the injury etc., and corrective actions needed to prevent a recurrence.
 - 2.2.2.2 Any follow-up information on personal injuries (doctor's reports, insurance or worker's compensation reports etc.) shall be forwarded to the Messer representative as soon as it becomes available.
- 2.2.3 As required by federal, state, or local laws or ordinances, the contractor/supplier shall report certain injuries, illnesses, or environmental incidents to the appropriate agencies.
- 2.2.4 The contractor/supplier shall be knowledgeable of these reporting requirements, and shall inform and copy Messer when any such report is necessary or is made.

2.3 Potential Hazards and Emergencies

- 2.3.1 The contractor/supplier shall inform its employees of potential hazards, take appropriate steps to reduce exposure to potential hazards, and be prepared to respond to emergency situations.
- 2.3.2 The contractor/supplier shall provide emergency response procedures for the jobsite, and shall communicate such procedures to its employees. Emergency response procedures shall include the identification of any emergency alarms and warning systems, a list of emergency phone numbers, identification of emergency evacuation assembly areas, placement and use of emergency equipment and procedures for notification of local authorities, agencies, and the Messer representative.

- 2.3.3 Each contractor/supplier shall have at least one certified person trained in first aid and CPR available on site. The contractor/supplier shall have readily available the names and locations of off-site medical personnel to handle major occurrences. Adequate first aid and emergency medical equipment shall be provided as necessary. The name(s), contact number(s) and copies of the first aid and CPR cards must be submitted upon request.
- 2.3.4 The contractor/supplier shall obtain Safety Data Sheets (SDS) and other appropriate information, and shall inform its employees and Messer of any potentially hazardous materials they may be exposed to while in performance of the work. At the contractor's/supplier's request, Messer shall provide this information for products or materials that are supplied by Messer or are under the control of Messer.
- 2.3.5 The contractor/supplier shall immediately rectify any situation or condition occurring as a result of the work, that could result in injury or illness to personnel at the site, or that could cause an environmental hazard. If such a condition cannot be corrected immediately, the contractor/supplier shall provide temporary barricades and appropriate warning signs and devices necessary for the protection of people, equipment, and property.

2.4 Employee Qualifications and Conduct

- 2.4.1 The contractor/supplier shall employ or cause to be employed only persons who are fit, qualified, and skilled in the work to be performed. They shall also ensure that employees receive and successfully complete the necessary safety training, and are capable of performing work activities in a safe manner. Documentation of such training shall be available upon request. Additional training may be required when individuals are considered competent personnel on the jobsite. It is the responsibility of the employer to ensure that these individuals receive this training.
- 2.4.2 Contractor/supplier personnel shall confine their activities to the assigned work areas.
- 2.4.3 Contractor/supplier personnel shall use only facilities designated by Messer for non-work activities such as smoking, eating, or using the restroom.
- 2.4.4 Prior to commencing work, the contractor/supplier shall designate a competent person or persons who is capable of identifying existing and potential hazards in the surroundings or working conditions and have the authority to correct any deficiencies. Upon request, the contractor shall provide documented training identifying why this person has been deemed competent. The competent person must be on the jobsite at all times. The Messer representative must be notified of any changes in the competent person status.
- 2.4.5 If employees are not proficient in English, the Contractor must, at all times provide an interpreter to effectively communicate safety requirements including, but not limited to verbal commands, written notices, signage, alarms and loudspeaker announcements. The interpreter, when necessary, shall ensure that employees understand rules, regulations, and procedures issued by Messer for the jobsite. If it is determined that any Contractor employees are in violation of these requirements, Contractor and its employees may be removed from the jobsite.
- 2.4.6 The contractor/supplier shall ensure that no firearms, weapons, controlled or illegal substances, or alcoholic beverages are brought onto the jobsite by contractor employees, except as specifically authorized by the Messer representative.
- 2.4.7 No contractor/supplier employee shall report to work or shall work impaired by any substance, drug, or alcohol, lawful or unlawful. "Impaired" means under the influence of a substance such that the employee's motor senses (i.e., sight, hearing, balance, reaction, reflex), or judgment either are or may be reasonably assumed to be affected. Any violation of this policy may result in removal from the jobsite.
- 2.4.8 Contractor/supplier employees taking prescription medication that warns against driving or operating machinery shall inform their foremen or safety representative of such.

- 2.4.9 When vehicles of contractor/supplier employees are on the client's premises or any area associated with the jobsite, the contractor/supplier shall enforce the rules for safe vehicle operation. Drivers shall obey all signs and posted speed limits. Drivers and passengers in vehicles shall wear seat belts.
- 2.4.10 Employees shall not restrict their ability to hear alarm notifications or other work taking place in the area that may be hazardous, i.e. whistles for crane loads overhead etc., by use of ear buds or headphones.
- 2.4.11 Threatening, intimidating, coercive, or other unsafe or disruptive behavior such as fighting and horseplay is prohibited.
- 2.4.12 Sleeping and gambling on Messer jobsites are prohibited.
- 2.4.13 Contractor/Supplier employees shall confine their activities to areas expressly authorized to them for such use. Activities include: entering the work site premises, parking vehicles, taking breaks, eating, drinking, smoking, and using lavatory facilities. Under no circumstances shall contractor/supplier personnel be allowed to enter, walk through, or loiter in occupied areas or other areas not authorized for their use or entry.

2.5 Safety Processes

- 2.5.1 All employees working onsite are required to attend the site-specific orientation prior to accessing the site. Project-specific hardhat stickers shall be required for all personnel onsite, and will be issued once their site-specific safety orientation has been completed. The contractor/supplier shall not permit visitors on the jobsite unless they have checked in at the Messer project office and have been given express permission to be present. They are to be accompanied at all times by an authorized contractor/supplier representative.
- 2.5.2 The contractor/supplier shall orient all authorized visitors to the jobsite concerning safety rules and site hazards. Requirements associated with personal protective equipment and all rules of conduct shall pertain to all visitors.
- 2.5.3 Site safety inspections shall be conducted by the Messer representative on a regular basis and deficiencies will be logged in Autodesk. Immediate on-the-spot corrections of safety deficiencies shall be performed as necessary. The contractor shall be responsible for conducting their own daily safety inspections of its work activities.
- 2.5.4 The contractor/supplier shall complete a documented Job Safety Analysis (JSA) for each activity. The JSAs shall be submitted to Messer as required.
- 2.5.5 Each contractor employee shall attend the site wide morning huddle every morning at the location determined by the project team. After the site wide huddle, each contractor shall conduct a huddle meeting prior to every work shift to discuss the activities of the shift, review JSA(s) and to establish a safe plan of action to accomplish the work. This meeting shall be conducted with all employees working on site by the onsite leader for each contractor. Any changes to the established plan shall be communicated throughout the shift to affected employees.
- 2.5.6 The contractor/supplier (if on site more than sporadically) shall conduct weekly "tool box" safety meetings with its personnel. The topics for the meeting shall be relevant to the work activity and/or jobsite conditions. It shall provide copies of all such documentation to the Messer representative immediately after the meeting. Everyone on site must attend any scheduled project-wide safety meetings.
- 2.5.7 The contractor/supplier shall attend a scheduled Preconstruction Safety Meeting before the contractor's/supplier's work begins on the jobsite. Messer reserves the right to require sub-tier contractors/suppliers to participate in this orientation activity. Prior to this meeting the contractor/supplier shall develop a Site-specific Safety Plan detailing the hazards and preventative measures associated with their scope of work. This plan will be reviewed with all necessary parties during the Preconstruction Safety Meeting.

- 2.5.8 The contractor/supplier shall contact the Messer representative immediately when an OSHA compliance officer arrives at the jobsite. The contractor/supplier shall inform the Messer representative of any employee complaint, incident, etc. that results in or may result in an OSHA inspection.
- 2.5.9 The contractor/supplier and its employees shall direct all public media inquiries to the Messer representative. At no time shall the contractor/supplier or its sub-tier contractors/suppliers allow or permit media to enter the jobsite without expressed authorization from the Messer representative.

2.6 Housekeeping and Sanitation

- 2.6.1 **Sort – Just in time Deliveries:** Materials are only allowed to be delivered to the site if they will be installed within a one week time period of delivery. Any materials that will not be installed must be removed from the site.
- 2.6.2 **Straighten – Organized Material and Equipment Storage:** Materials and equipment must be stored in designated laydown areas. Walking and working spaces must be kept organized at all times. No material or equipment is allowed to be stored in egress/access paths. Storage requirements for exterior and interior spaces are as follows:
 - 2.6.2.1 Exterior: Materials and equipment must be stored on dunnage, pallets or carts.
 - 2.6.2.2 Interior: Materials and equipment must be stored on pallets, carts or racks and easily moveable on wheels.
- 2.6.3 **Shine – Continuous Daily Cleanup:** Requirements for continuous cleanup for exterior and interior spaces area as follows:
 - 2.6.3.1 Exterior
 - a) Each Subcontractor shall immediately pick up all of their debris and deposit it into mobile trash carts/hoppers (provided by respective Subcontractor). Each Subcontractor is responsible for emptying these containers into a dumpster provided by the Contractor.
 - b) Every Subcontractor is required at the end of each and every workday to cleanup and organize equipment, materials and debris from that day's work activities and clean their work area.
 - 2.6.3.2 Interior: Nothing Hits the Floor – Daily cleanup:
 - a) Every work crew has a cart with necessary cleaning tools. Each Subcontractor shall immediately deposit their debris into mobile trash carts (provide by respective Subcontractor). Each Subcontractor is responsible to remove these carts from the building daily and empty them into a dumpster provided by the Contractor.
 - b) Every Subcontractor is required at the end of every workday to cleanup and organize equipment, materials, and debris from that day's work activities and sweep their work area.
 - c) Electrical cords, welding leads, temporary heat, and temporary water lines are to be off the floor 100% of the time and suspended using non-conductive materials
- 2.6.4 **Standardize – Color Coded Delivery Process:** Each Subcontractor will be designated a specific paint or sticker color (designated by the Contractor and provided by respective Subcontractor) to mark all deliverables to the project. All materials, including but not limited to, pallets, packaging, boxes, buckets, etc., must be marked with their respective paint color. All items that are not marked upon arrival at the project site, will be rejected.

2.6.5 Sustain – Composite Broom Crew: Every week, or at Contractor's request, each Subcontractor shall provide personnel to participate in cleaning all unidentified debris and broom sweeping for a full work shift or until complete. This polishing effort is in addition to normal daily cleaning.

2.6.5.1 Each Subcontractor shall provide (1) person for every (10) people working on site for respective company (including subcontractors) to participate in composite crew.

a) Minimum participation by each Subcontractor is (1) person, regardless of number of people Subcontractor has on site up to (10).

b) Participation requirement applies for each week the Subcontractor has personnel on the project site.

2.6.5.2 Each Subcontractor shall furnish all equipment, including but not limited to, brooms, shovels, and dump carts, to complete this activity.

2.6.5.3 Contractor will determine the location and scope of the composite cleaning crew each week as dictated by the project conditions. It is understood that this may include "exterior Subcontractors" need to work inside the building and vice versa as project conditions require to maintain the best possible project conditions.

2.7 Full Time Safety Manager Requirements

- 2.7.1 When a subcontractor is required to provide full-time safety regarding our CCIP or Safety4Site requirements, the following criteria shall be followed:
- 2.7.2 Selection Requirements for Full-time Safety Professional
 - 2.7.2.1 A qualified safety professional shall be provided to maintain safety standards on Messer projects. If the subcontractor cannot provide a qualified safety professional they are to provide Messer safety department with a plan of who they propose to be the alternative person.
 - 2.7.2.2 An alternative person providing safety oversight must be at a Superintendent or Project Manager level, with a minimum of OSHA 30-hour and at least five years' experience in their role.
 - 2.7.2.3 As part of the approval process:
 - a) Provide a resume of the proposed safety professional or alternative.
 - b) Determine safety manager experience in conjunction with scope of work.
 - c) Request references if subcontractor proposes a safety professional from a third party consulting company and is not an employee of the subcontractor.
 - d) Request and hold an onsite interview to sit down with the safety professional the subcontractor is proposing.
- 2.7.3 Responsibilities of the Full-time Safety Professional
 - 2.7.3.1 Take full responsibility for all subcontractor workers and their safety performance.
 - 2.7.3.2 Be responsible for subcontractor's actions; ensuring they have the tools, skills and knowledge to do the task/job correctly.
 - 2.7.3.3 Know, understand and follow all OSHA, Messer, owner and CCIP compliance requirements, policies and procedures.
 - 2.7.3.4 Ensure responsibilities for lower tier subcontractors that come onsite to perform tasks for the subcontractor—e.g., concrete coring/cutting, scaffolding, etc.
 - 2.7.3.5 Ensure all injuries and incidents—Safety4Sites, near misses, property damage, etc.—are reported immediately and supported with accident investigation and root cause analysis if required.
- 2.7.4 Roles of the Full-time Safety Professional
 - 2.7.4.1 **Daily**
 - a) Attend all morning huddle meetings.
 - b) Attend POD and Weekly Work Plan Meetings (be prepared and bring up safety concerns).
 - c) Review your crews' JSA's for quality of information and that there is one for every task.
 - d) Review daily permits (if applicable) are filled out and reviewed with Messer project team.
 - e) Ensure crews plan for and have the correct resources and tools.
 - f) Ensure that all aspects of the 5S process is being followed.
 - g) Utilize Messer's Stop Work Authority program when tasks or conditions change, or when unknown hazards arise. Ensure work stops and the work crews revise and review the JSA's to reflect all changes.
 - h) Complete daily safety walks of your work areas and crews.
 - i) Documented comprehensive safety walks three times a week.

2.7.5 Communicate Safety

- a) Communicate all risks and hazards with the work crews.
- b) Listen and respond to safety concerns from Messer or other subcontractors.
- c) Lead weekly Toolbox Talks and Safety Alert information (provide Messer signed copies).
- d) Respond to any safety observations that have been recorded, close out the safety observations.

3.0 Safety Requirements

3.1 Personal Protective Equipment (PPE)

- 3.1.1 Hardhats meeting American National Standards Institute (ANSI) Z89.1 specifications shall be worn at all times by all personnel at the work site. Hard hats shall be worn with the brim facing forward, unless a welding shield (or other device, which prevents such) is in use. This requirement specifically includes all work completed during the finish stages of the project.
- 3.1.2 Safety glasses (including safety prescription eyewear) with attached side shields meeting the American National Standards Institute (ANSI) Standard Z87.1, latest issue or over the glass protection shall be worn at all times on Messer projects through the finish stages. The only exceptions will be during scheduled breaks away from potential eye hazards, while in a trailer performing office functions or in a fully enclosed cab of a truck/equipment.
 - 3.1.2.1 Appropriate shaded/filter lenses shall be required to protect against radiant energy such as during welding. Suitable laser safety glasses shall be used as required, to protect against the specific wavelength of the laser and be of optical density adequate for the energy being used.
 - 3.1.2.2 Tinted safety glasses are not permitted for general use indoors.
 - 3.1.2.3 Safety goggles and/or tight-fitting safety glasses should be worn for work activities where hazards dictate (e.g. dusty environments, overhead demolition work, etc.).
- 3.1.3 Face protection is required in addition to safety glasses when potential exposure exists to particulate matter generated by hammering; chipping; welding; grinding; cutting; heating; burning; insulation handling; overhead activities; or where there is possible exposure to hazardous chemicals. Examples include, but are not limited to:
 - 3.1.3.1 Any time one is cutting or grinding with an abrasive wheel. This includes, but is not limited to target saws, chop saws, angle grinders, etc.
 - 3.1.3.2 When pouring concrete, operating the pump truck hose and using the vibrator.
- 3.1.4 When handling acids, caustics, and chemicals with corrosive or toxic properties, suitable protection, such as acid suits or chemical resistant aprons and gloves, shall be worn to prevent accidental contact with the substance.
- 3.1.5 Personnel shall wear personal clothing and footwear that is safe and proper for the work and any jobsite exposures. At a minimum, full-length trousers and shirts with a minimum 4- inch sleeve are required.
- 3.1.6 High visibility clothing (shirt, vest, or jacket) shall be worn at all times on the project and must be the outer-most garment. Acceptable colors include fluorescent yellow/green and fluorescent orange/red. Messer will provide notification if and/or when this requirement does not apply to a particular project.
- 3.1.7 High-visibility clothing with retro-reflective striping shall be utilized when working in or around roadways, heavy equipment and if lighting conditions are poor. Clothing must meet the ANSI Class applicable to the work being performed.
- 3.1.8 Work boots (covering over the ankle) are required for all contractor personnel on site. They are also required for suppliers when they are exposed to hazards affecting the feet. Tennis shoes or work shoes are not acceptable, regardless of steel/composite toe or other safety ratings. Contractor/supplier personnel shall wear boots that are commensurate with the hazards of the work and the work site area. This includes rubber boots when working in or near damaging liquids or concrete, safety-toe boots when moving or rigging heavy objects and metatarsal protection when jackhammering or tamping activities.

- 3.1.9 100% hand protection is required on all Messer projects. Gloves shall be worn by all personnel on the project site at all times, including supervisory personnel. Gloves must be task appropriate and meet ANSI/ISEA 105-2016 American National Standard for Hand Protection Classification.
 - 3.1.9.1 If hand protection is considered infeasible or creates a greater hazard for a particular task, a written safe plan of action outlining the reason for the variance must be approved through Messer prior to beginning the activity.
- 3.1.10 Cut resistant sleeves shall be worn during demolition or other activities where puncture, laceration and/or burn hazards to the arms are present.
- 3.1.11 The contractor/supplier shall familiarize itself with and comply with more rigorous personal protective equipment standards as required on specific projects.

3.2 Elevated Work and Fall Protection

- 3.2.1 100% fall protection is required on Messer jobsites, for activities, which involve work at elevations of 6 feet or higher. 100% fall protection is also required at lower heights if the individuals are working above dangerous equipment. 100% fall protection is required for all crafts, trades, including steel erection and activities associated with these types of elevations. The use of ladders and the construction of scaffolding may not be applicable in section 3.2, and are addressed in section 3.3 and 3.4 in this program.
- 3.2.2 Prior to the start of work, contractor/supplier representatives involved with elevated work shall meet with Messer representatives to review the scope of work, especially as it pertains to fall protection requirements and needs. As part of the Contractor Preconstruction Safety Meeting, an evaluation should be made of the possible fall hazards and effective safety responses to such.
- 3.2.3 Guardrail systems shall be the preferred choice of protection for all elevated work activities. If the contractor/supplier can prove that guardrails are infeasible or create a greater hazard, as defined in Subpart M of the OSHA Construction Standards, it may, where permitted by a Messer Safety Leadership, implement the following alternative systems in response to the fall hazards:
 - 3.2.4 Personal fall arrest systems;
 - 3.2.4.1 Warning lines; a) Required to be a minimum of 15 feet back from leading edges for all trades, excluding roofers.
 - 3.2.4.2 Controlled access zones;
 - 3.2.4.3 Safety net systems
 - 3.2.4.4 Safety monitoring systems will not be permitted.
- 3.2.5 These alternative systems may be utilized, with approval, in controlled work environments provided the following is established:
 - 3.2.5.1 Explanation in writing is submitted to the Messer Safety Department as to why the use of guardrail systems is infeasible or creates a greater hazard/harm to the individuals involved.
 - 3.2.5.2 Development of a written fall protection plan, utilizing the Messer Fall Protection Template which outlines all elements involved with the usage of personal fall arrest systems, warning lines, controlled access zones, or safety monitoring systems; and
 - 3.2.5.3 Orientation process, which communicates this information to the individuals involved with the work activity, prior to beginning work.

- 3.2.6 The purpose of this extensive pre-planning is to ensure that the most effective and appropriate fall protection systems are used whenever possible. It is also designed to ensure that those individuals involved with the usage of personal fall arrest systems, warning lines and controlled access zones truly understand the detail and organization required. Finally, the pre-planning will also highlight who is permitted (due in part to thorough training and communication) to work with these systems.
- 3.2.6.1 Horizontal systems must be attached to a fixed anchorage and may not be linked together.
- 3.2.7 Cable guardrail systems shall be a minimum 3/8 inch cable and shall be equipped with turnbuckles for tightening where necessary. A minimum of 3 clamps at each turn back is required.
- 3.2.8 The procedures developed in response to the identified fall hazards shall be reviewed with all individuals exposed to the hazards. Feedback should be encouraged so as to ensure that the most effective systems are utilized.
- 3.2.9 Contractors/suppliers shall be responsible for ensuring that their employees using fall protection systems have been adequately trained. Communication on the following shall be included in the training:
- 3.2.9.1 Fall hazards associated with the elevated work;
- 3.2.9.2 Elements of the fall protection systems utilized;
- 3.2.9.3 Fall protection equipment used;
- 3.2.9.4 Elements of a fall protection plan, if applicable; and
- 3.2.9.5 Proper inspection techniques of fall protection equipment.
- 3.2.10 An inspection process of fall protection systems shall be established. Individuals shall visually inspect the fall protection equipment before each use. Some equipment requires documented inspections by its manufacturer on a routine basis. This equipment shall have evidence of the inspection and re-certification process on it. This information shall be reviewed before the equipment is used.
- 3.2.11 Any fall protection equipment that is defective, damaged, or has been subjected to an impact shall be identified and removed from service immediately. Fall protection equipment must be used for fall protection purposes only. Rigging items are not to be used for fall protection, if an item is used for rigging it can never be used as a fall protection device.
- 3.2.12 The contractor/supplier retains all responsibility for the effective implementation of fall protection programs as well as all other safety programs, regardless of any review by Messer.

3.3 Scaffolding and Mobile Elevating Work Platforms

- 3.3.1 Each part of supported scaffolding shall be capable of supporting at least 4 times its intended load. All work platforms shall be fully decked between guardrails. All scaffold planks shall be overlapped to a minimum of 12 inches or secured as with cleats to prevent movement.
- 3.3.2 Footings shall be sound and rigid. Concrete blocks, bricks, barrels or similar items shall not be used for supports. Supported scaffold poles, legs, posts, frames, and uprights shall bear on base plates. Base plates shall bear on mudsills or other adequate firm foundation.
- 3.3.3 Supported scaffold towers with a height-to-base width ratio greater than 4:1 shall be restrained from tipping by tying, guying or other equivalent bracing. Ties shall be rigid and designed to prevent the scaffold system from tipping into or away from the structure. Supported scaffold more than 3 feet wide shall be secured against displacement every 26 feet vertically and every 30 feet horizontally.
- 3.3.4 All manufacturers' bracings, couplings, or stacking and vertical locking pins shall be installed.
- 3.3.5 Guardrails and toe boards must be provided on all sides and ends of scaffolds 6 feet or more in height. Open-sided ends shall be guarded.

- 3.3.6 If the scaffold platform is less than 45 inches wide, as with Perry and Baker type utility scaffolds, guardrails shall be installed at heights of 4 feet or higher. Additionally, these scaffold systems shall have appropriately installed outriggers or otherwise be restrained from tipping if the working platform is at a height-to-base width ratio greater than 3:1.
- 3.3.7 Scaffolds shall be provided with an access ladder or another equally safe access method. Vertical ladders or ladder frames shall not be used where the total length of a climb equals or exceeds 24 feet, unless an approved fall protection device is installed and used while climbing.
- 3.3.8 Rolling scaffolds shall have their wheels locked when in use. No scaffold shall be moved while occupied, or while tools or equipment is on it.
- 3.3.9 Contractors/suppliers must have a competent person involved with the erection, dismantling, and inspection of scaffolding. Anyone erecting or dismantling scaffolding must be trained and be able to provide proof of training.
- 3.3.10 The contractor/supplier shall inspect all elevated work platforms each day. Inspections shall be documented on an inspection log or through a tagging system. Scaffolding that is incomplete or unsuitable for use shall be tagged as such at or near the access point. Defects shall be corrected prior to use.
- 3.3.11 Appropriate protection shall be provided for individuals working in the area of scaffolding, or for those who are exposed to overhead hazards while working on scaffolding.
- 3.3.12 Contractor/supplier shall have a competent person determine the feasibility and safety of providing fall protection for employees erecting or dismantling supported scaffolds. Employers are required to provide fall protection for employees erecting or dismantling supported scaffolds where the installation and use of such protection is feasible and does not create a greater hazard.
- 3.3.13 Mobile Elevated Work Platforms shall be inspected and controls tested daily to verify that the equipment and all its components are in a safe operating condition. Do not operate any mobile elevated work platform if any components are defective until it is repaired by a qualified person.
- 3.3.14 Only properly trained and authorized persons shall operate mobile elevated work platforms. Refer to occupant training requirements.
- 3.3.15 All mobile elevated work platforms, including scissors lifts, require the use of a full body harnesses with either a 4 foot lanyard or retractable in any elevated position.
- 3.3.16 Employees shall always stand firmly on the floor of the basket and shall not sit or climb on the edge of the basket or use planks, ladders or other devices for a work position.
- 3.3.17 Work areas and travel paths shall be inspected to ensure that any hazards that may cause the mobile elevated work platform to become unstable or roll over are eliminated.

3.4 Ladders

- 3.4.1 All contractors/suppliers shall use ladders which are Type 1 or better; approved for industrial usage.
- 3.4.2 Metal stepladders and step stools are prohibited. Metal straight ladders and extension ladders must not be used where possible exposure to electrical hazards exists.
- 3.4.3 Job-made ladders shall be built for their intended use. Double cleats shall be used if more than 25 workers are using the ladder, or two-way traffic is expected.
 - 3.4.3.1 Single cleat ladders shall not be more than 30 feet between the base and the top landing; double cleat ladders shall not be more than 24 feet.
- 3.4.4 Ladders shall not be used as platforms or scaffold planks.

- 3.4.5 Ladders shall be kept free of grease and oil. Personnel going up or down shall face toward the ladder and grip the side rails with both hands. Tools or other objects shall be hoisted up as necessary, or carried in a tool pouch and not carried by hand up or down the ladder.
- 3.4.6 Extension and straight ladders must be set at an angle of 1 foot horizontal for every 4 feet of working ladder length. Extension and straight ladders shall be tied off at the top and/or bottom when in use. Until secured, a second person shall be used to keep the ladder from slipping. Only one person shall be allowed on a ladder at a time.
- 3.4.7 Ladders shall not block doorways, passages, high traffic areas, etc. unless the area is barricaded. Warning signs shall be posted, or a spotter shall be involved.
- 3.4.8 Platform or podium type stepladders shall be used in lieu of traditional stepladders. They must be fully open with spreaders locked when in use. Traditional stepladders shall not be used.
- 3.4.9 Damaged ladders shall be taken out of service. Ladders shall not be painted, except for stenciling for identification purposes. Ladders shall be inspected daily prior to use.

3.5 Electrical Safety

- 3.5.1 All electrical equipment, including main feeder lines, branch circuits, and grounding systems shall be installed in accordance with the National Electrical Code as a minimum requirement.
- 3.5.2 A minimum of 3 feet of clearance shall be maintained around energized electrical parts.
- 3.5.3 Cabinets, boxes, fittings, or other forms of enclosures shall be used when energized parts of 50 volts or greater are exposed. Entrances to rooms containing energized electrical parts shall be marked with warning signs and access shall be controlled by the exposing contractor. Covers shall be approved. Cardboard and magnetic covers are not approved as temporary covers. All electrical equipment shall be labeled in accordance with the requirements of NFPA 70e.
- 3.5.4 The metal parts of portable and/or plug connected equipment shall be protected through 3 wire cords and plugs or shall be double insulated.
- 3.5.5 All power tools and equipment connected by cord and plug, and all extension cords must be visually inspected. GFCI devices must be inspected and tested prior to each use.
- 3.5.6 Extension cords must be of the three-wire grounded type S, SE, SO, ST and rated for hard service and a minimum 14 gauge in size. No flat cords are allowed. Cords shall not be spliced or taped. Damaged cords shall be removed from service and tagged as defective, or rendered unusable by removing the male plug end. All cords should be checked for proper polarity.
- 3.5.7 Cords shall be protected from traffic, sharp edges and corners. Extension cords and cables passing through high traffic areas shall be elevated or covered for protection. Extension cords shall not be fastened with staples, hung from nails or suspended with wire. Extension cords shall be arranged to eliminate any tripping hazards.
- 3.5.8 All electrically powered equipment, including motors, transformers, generators, welders, and other machinery, shall be properly grounded, and insulated.
- 3.5.9 GFCI protection is required on construction sites for all 120-volt, single-phase, 15- and 20-ampere receptacle outlets that are not a part of the permanent wiring of the structure and are in use by employees. GFCI protection is specifically required when using temporary electric or when extension cords are used.
- 3.5.10 Secondary external GFCI protection (pigtails) are required on all generator power including, welding machines, mobile light towers, etc. This is in addition to any GFCI protection built into the outlet.

- 3.5.11 Electrical equipment shall be periodically inspected and repaired as necessary. The electrical contractor shall inspect the temporary power, including the GFCI devices and lights, on a weekly basis. All temporary power receptacles shall be numbered and labeled to confirm a weekly inspection has been completed. Results of these inspections will be documented, and provided to Site Management.
- 3.5.12 Work on live or energized systems is generally not permitted. If such work is unavoidable, an energized work plan in compliance with NFPA 70e must be developed, reviewed and accepted by Messer prior to commencement of work.
- 3.5.13 When energized parts are exposed barriers, guards and signage shall be used to prevent the area involved in electrical work from becoming an access point.
- 3.5.14 All contractor/supplier personnel trained and authorized to work on, or around energized electrical systems shall be required to have all required PPE and arch flash protection required by NFPA 70e.
- 3.5.15 Construction/temporary lighting shall meet NEC and OSHA requirements as well as maintaining a minimum of five-foot candles and/or more where the standards require it. Each room shall have at least one active temporary lamp until such times that the permanent lighting systems are activated.
- 3.5.16 Temporary lighting bulbs shall be protected from breakage. Metal case sockets shall be grounded. Do not suspend temporary lights by their electrical cords unless it has been designed for this use. GFCI protection is required when lighting is located in wet or conductive locations. Temporary lighting must be on a dedicated circuit.
- 3.5.17 Temporary task lighting shall be mounted to a stand or secured to a base. Temporary task lighting shall meet all other applicable standards associated with temporary lighting as indicated in NEC and OSHA.

3.6 Lockout, Isolation, and Tag out of Equipment

- 3.6.1 Equipment that could present a hazard to personnel if accidentally activated during the performance of installation, repair, alteration, cleaning, or inspection work shall be made inoperable and free of stored energy and/or materials prior to the start of work. Such equipment shall be secured where possible by locking and tagging methods.
- 3.6.2 Where equipment is subject to unexpected movement such as rotating, turning, dropping, falling, rolling, sliding, etc., mechanical and/or structural constraints shall be applied to prevent such movement.
- 3.6.3 The use of tags without locks shall be permitted only when the use of locks is physically impossible. Strict controls and supplemental protective measures such as physical separation, blocking, removing fuses, or positioning an attendant by the tagged equipment shall also be utilized.
- 3.6.4 Where safety locks are used for locking out or isolating equipment, the lock shall be specially identified and easily recognized as a safety lock. All such locks shall be individually keyed with the key(s) in the control of the authorized individual. The use of a master key to open any safety locks is prohibited.
- 3.6.5 Where more than one person is assigned to work on a piece of equipment or system, each person shall be responsible for applying their own individually keyed lock to each lockout device. When this is not possible, a group/complex lockout/tag out procedure is acceptable, provided that a plan is developed and communicated to the Messer representative before lockout takes place.
- 3.6.6 Controls that must be de-energized during the course of work shall be locked and tagged accordingly. De-energized equipment and circuits shall be rendered inoperative, and tagged at points where the equipment can be energized. The contractor/supplier shall provide a written lockout/tag out program.

3.7 Tools

- 3.7.1 All tools shall be used in accordance with the manufacturer requirements and recommendations. Guards must remain in place and operational at all times.

- 3.7.2 General/Hand Tools
 - 3.7.2.1 Impact tools, such as drift pins, wedges, and chisels, shall be kept free of mushroomed heads.
 - 3.7.2.2 Any tool found not in proper working order, or that develops a defect during use, shall be immediately removed from service and not used until properly repaired.
 - 3.7.2.3 Personal protective equipment shall be in accordance with [3.1 Personal Protective Equipment \(PPE\)](#) of these requirements and manufacturer recommendations.
 - 3.7.2.4 All tools shall be used with the correct shield, guard, or attachment recommended by the manufacturer. Angle grinders must have guard and side handle in place.
- 3.7.3 Electric Tools
 - 3.7.3.1 Electric power operated tools shall either be double-insulated type or grounded.
 - 3.7.3.2 The use of electric cords for hoisting or lowering tools shall not be permitted.
- 3.7.4 Pneumatic Tools
 - 3.7.4.1 Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected.
 - 3.7.4.2 Safety clips or retainers shall be securely installed and maintained on pneumatic impact (percussion) tools to prevent attachments from being accidentally expelled.
 - 3.7.4.3 All pneumatically driven nailers, staplers, and other similar equipment provided with automatic fastener feed, which operate at more than 100 psi pressure at the tool, shall have a safety device on the muzzle to prevent the tool from ejecting fasteners, unless the muzzle is in contact with the work surface.
- 3.7.5 Powder Actuated Tools
 - 3.7.5.1 Only employees who have proof of training, in the operation of the particular tool in use shall be allowed to operate a powder-actuated tool.
 - 3.7.5.2 The tool shall be tested each day before loading to see that safety devices are in proper working condition. The method of testing shall be in accordance with the manufacturer's recommended procedure.
 - 3.7.5.3 Warning signs shall be posted at access points to areas where powder-actuated tools are being used. This signage shall include at minimum "CAUTION POWDER- ACTUATED TOOL IN USE."
 - 3.7.5.4 Loaded tools shall not be left unattended.
 - 3.7.5.5 Storage of powder cartridges and disposal of expended or unexpended cartridges shall comply with the manufacturer's recommendations.

3.8 Confined Space Entry

- 3.8.1 All confined space activities must be reviewed with the project management team prior to commencement of the related work activities. Confined space entry permits are required as part of the entry process.
- 3.8.2 Confined spaces, including tanks, manholes, vessels, containers, pits, bins, vaults, tunnels, shafts, trenches, ventilation ducts, or other enclosures where known or potential hazards may exist, shall not be entered without strictly adhering to a confined space entry policy, which meets the requirements of 29 CFR 1926 Subpart AA.
- 3.8.3 Prior to entering the confined space, the area shall be completely isolated to prevent the entry of any unauthorized individuals, hazardous substances, or materials, which threaten the safety of the entrants and the stability of the space. All energy sources, including stored or residual energy, shall be isolated and/or blanked, and locked out.

- 3.8.4 The atmosphere shall be tested before entry and monitored to determine if it is safe. Acceptable limits are:
- 3.8.4.1 Oxygen: 19.5% lower – 23.5% upper;
 - 3.8.4.2 Flammable Gas: Not to exceed 10% of Lower Flammable Limit (LFL);
 - 3.8.4.3 Toxic Contaminants: Not to exceed the Permissible Exposure Level (PEL).
 - 3.8.4.4 Airborne Combustible Dust: Not to exceed its Lower Flammable Limit (LFL)
- 3.8.5 Continuous atmospheric monitoring shall take place throughout the entry. Monitoring results shall be documented on the entry permit, with the initials of the individual conducting the testing.
- 3.8.6 Contractors/suppliers shall complete a confined space entry permit before permitting workers to enter the space. This document shall be reviewed and approved via a signature by the entry supervisor. The contents of the completed permit shall be reviewed with the entrants before entering the space.
- 3.8.7 The confined space shall have an attendant monitoring the activities within the space. This individual shall be in constant communication with the entrants inside the space. At all times, the attendant shall know who is inside the space. The attendant shall not have any other responsibilities than monitoring the space. He/she may not enter the space to perform rescue unless relieved of his/her duties as an attendant.
- 3.8.8 Adequate ventilation shall be provided to establish and maintain a stable atmospheric environment. Ventilation systems shall be designed for use in confined spaces.
- 3.8.9 Non-entry rescue systems shall be designed for the retrieval of humans, and shall not be used for equipment purposes. Entrants inside the space shall wear full body harnesses, and shall be connected to the retrieval system.
- 3.8.10 Rescue procedures for all confined spaces shall be established prior to entry. If a space is classified as permit-required, contractors/suppliers shall ensure proper rescue provisions are provided, including a trained entry/rescue team when required.
- 3.8.11 All individuals involved in confined space activities shall have extensive training, including hands-on experience with the safety equipment involved. Documentation of required training shall be submitted to Messer prior to the start of any confined space work activities.
- 3.8.12 Once the confined space work has been completed, the entry permit shall be canceled. A copy of the canceled permit shall be given to the Messer representative.

3.9 Excavation and Trenching

- 3.9.1 All underground and overhead utilities within the Excavation/Trenching or Penetration work area shall be surveyed and positively identified before excavation work commences. It is the responsibility of every subcontractor performing an excavation to call the 811 Utility Protection Service in their state to obtain an individual reference/dig number. No subcontractor shall work under another subcontractor's ticket number, including the Contractor's.
- 3.9.2 Since 811 will only mark utilities in the Right-of-Way, a private locating service must also be used to locate any utilities not located by 811 inside the project/excavation area. Obtain as built drawings showing the location of all known/found utilities with in the excavation site and reference the Contract Documents to verify there are no utilities that were not marked by the Locating Service.

- 3.9.3** 811 Procedures:
- 3.9.3.1** Assess the area to be excavated, gather all the information that will needed to complete the locate work order form.
 - 3.9.3.2** Pre-mark the location where the excavations will occur in white paint, flags or both.
 - 3.9.3.3** Contact 811 and provide details of the excavation.
 - 3.9.3.4** Obtain reference/ticket number, record the number on the Excavation Permit and keep it for the duration of the excavation or longer is necessary.
 - 3.9.3.5** Utility owners will mark any existing utilities around the excavation site.
 - 3.9.3.6** Wait the required amount of time before commencing excavation.
 - 3.9.3.7** Advance notice needed to inform 811 of excavation.
 - a) IN – 2 working days.
 - b) OH – 2 working days
 - c) KY – 2 working days
 - d) TN – 3 working days
 - e) NC – 3 working days
 - f) SC – 3 working days
- 3.9.4** Protect and preserve the markings of tolerance zones of underground utility facilities until those markings are no longer required for proper and safe excavations. If markings are destroyed or lost do not repaint the markings, contact 811 to remark the found/known utilities.
- 3.9.4.1** Markings are only valid for the following amount of time before 811 has to be notified again of the excavation.
 - a) IN – 20 days
 - b) OH – as long visible
 - c) KY – 21 days
 - d) TN – 15 calendar days
 - e) NC – 15 days
 - f) SC – 15 days
- 3.9.5** Private Property Locating:
- 3.9.5.1** ALL excavations/borings/mass excavations/ground penetrating activities must be coordinated with the Contractor and the Owner to have a 3rd Party Locating Service survey the areas of excavation that are not in the right-of-way.
 - 3.9.5.2** The subcontractor must coordinate with the Contractor and contact the designated 3rd Party Locating Service prior to any ground penetrating activities to have the service locate the area where the activities occur.
 - 3.9.5.3** Prior to arrival of the 3rd Party Locating Service, the area that needs surveyed should be painted or marked with flags.
 - 3.9.5.4** The 3rd Party Locating Service shall mark all found utilities with paint or flags.
 - 3.9.5.5** All markings must be protected and preserved so the location of the utility is known at all times.
 - 3.9.5.6** Take pictures and keep records of the survey to include with the Excavation Permit

- 3.9.6** Ground Penetrations:
- 3.9.6.1** Prior to any excavation beginning, the scope of work must be reviewed with the Contractor's project management team to discuss the process and hazards related to task.
 - 3.9.6.2** Daily, all contractors must complete the Messer Excavation Permit and it be signed by the Contractor's project representative.
 - 3.9.6.3** Protect and preserve the markings of utilities until those markings are no longer required for proper and safe excavations.
 - 3.9.6.4** The exact location and depth of any known/found utilities within 24 inches of the excavation must be identified by one of the following means:
 - a) Hand digging
 - b) Pot holing
 - c) Hydro/Vacuum excavation
 - 3.9.6.5** Maintain a minimum of 24 inches (tolerance zone) between the utility and the cutting edge or point of powered equipment.
 - 3.9.6.6** When approaching and excavating within the tolerance zone of underground utility facilities with powered equipment, the subcontract must provide a spotter to visually monitor the excavation activity for any indication of the underground utility.
- 3.9.7** A competent person shall perform daily documented inspections of excavations and shall be responsible for soil classification. All excavation documents shall be maintained on site and shall be available for review by Messer. Inspections shall occur before the work begins, and as needed throughout the shift. Inspections shall also occur after rain, snow, thaw or other hazardous conditions affect the excavation. If evidence of a hazardous condition is apparent, all work in the excavation shall cease until necessary corrections have been made by the competent person.
- 3.9.8** Benching, sloping, shielding or shoring shall be used in all excavations 5 feet or more in depth except when excavating in stable rock. Shoring of excavations less than 5 feet deep may be required if examination by a competent person reveals ground movement or evidence of a possible cave in.
- 3.9.9** Excavations below the footings of foundations, retaining walls, or structures themselves shall not be permitted, except in stable rock or if the wall is underpinned and steps have been taken to ensure stability of the structure. Support systems shall be planned and designed by a qualified person – usually a professional engineer.
- 3.9.10** If forms or other structures are installed or constructed in an excavation so as to reduce the dimension (measured from the forms/structure to the sides of the excavation) to 15 feet or less (measured at the bottom of the excavation), a trench inside of an excavation has been created. This may affect the access and egress associated with the excavation, as well as with the trench.
- 3.9.11** Water shall not be permitted to accumulate in an occupied excavation. Existing or flowing water shall be removed prior to and during entry into the excavation.
- 3.9.12** Support systems shall be planned and designed by a qualified person (generally a professional engineer) when the excavation is in excess of 20 feet deep, adjacent to structures, or subject to water or vibration. All shoring systems shall be designed by a qualified person, or built in accordance with OSHA Subpart P.
- 3.9.13** Excavations 4 feet or more in depth and occupied by personnel shall be provided with ladders or other effective means of exit. In trenches, these access points must be located within 25 feet of the area in which the individuals are working.
- 3.9.14** Adequate barrier protection for excavations shall be provided around all excavations that are 6 feet or greater in depth. This shall consist of snow fence or hard physical barriers placed at minimum 4 feet from the excavation.
- 3.9.15** If the vertical wall of an excavation is 6 feet or greater, fall protection is required.

- 3.9.16 When an atmospheric condition may exist and/or develop in an excavation, atmospheric monitoring of the excavation shall take place before and during entry. Ventilation shall be provided when the monitoring indicates the necessity of such.
- 3.9.17 Excavated earth or other materials shall be placed at least 2 feet from the edge of the excavation.
- 3.9.18 At no time shall equipment (not directly associated with the excavation work) be operated within 2 feet of any excavation. If it is necessary to operate heavy equipment on a level above and near an excavation, the sides of the excavation shall be sheet-piled, shored, and braced as necessary to resist additional pressure. Barricades or stop logs shall be used around an excavation when mobile equipment is used near an excavation.
- 3.9.19 Backfilling and removal of trench supports shall progress from the bottom of the trench. Ropes shall be used to pull out the jacks after all workers have cleared the trench.
- 3.9.20 Caisson entry shall be performed in accordance with Associated Drilled Shaft Contractors' (ADSC) Recommended Procedures for Entry of Drilled Shaft Foundation Excavations. Where access and egress is restricted and/or atmospheric conditions could be expected to present a hazard, this work activity should be performed following the permit-required confined space process.

3.10 Mobile/Heavy Equipment

- 3.10.1 The design capacity of any piece of equipment shall not be exceeded, nor shall the equipment be modified in any manner that alters the original safety or capacity factor.
- 3.10.2 Mobile equipment shall be fitted with suitable alarms and motion sensing devices. If no backup alarm is present, a designated spotter shall be provided whenever the equipment is backing.
- 3.10.3 Employees operating mobile/heavy equipment shall not be permitted to use cellular phones while equipment is operating or in transit.
- 3.10.4 A safety observer shall be assigned to watch the movement of heavy mobile equipment where such movement may cause a hazard to other personnel, or where equipment could hit overhead lines or structures. The observer shall also ensure that people are kept out of the way or path of suspended loads, and clear of the mobile equipment.
- 3.10.5 Equipment shall be inspected by the contractor/supplier using and/or controlling such equipment prior to its use on the job, and periodically thereafter to ensure that it is in safe working order. Defective equipment shall be removed from service immediately, and a warning tag attached. Equipment with exposed gears, belts, couplings, etc. must be provided with proper guards.
- 3.10.6 Under no circumstances shall any piece of equipment or a load come within 10 feet of any energized overhead power line.
- 3.10.7 Only trained, qualified, and authorized personnel shall operate mobile equipment. Documentation of training shall be available upon request. Contractor personnel shall not operate Messer equipment unless written authorization is provided by the Messer representative.
- 3.10.8 Loads shall not be suspended from the forks of a forklift or other material handling equipment. An appropriate, manufacturer approved attachment including a locking latch or shackle shall be used to handle suspended loads.
- 3.10.9 Equipment with an elevated load or left running shall not be left unattended for any period of time. Loads must be grounded, the machine must be turned off, and parking brake set when machine is unattended. Equipment is considered unattended when the operator is more than 25 feet away from the equipment or any time the operator is not in view of the equipment. This does not include road vehicles such as: trucks, cars or tractor trailers.

- 3.10.10 Only trained and qualified persons shall perform maintenance on mobile/heavy equipment. A safe plan of action must be written and communicated anytime the equipment must be serviced while left running.

3.11 Cranes and Rigging

- 3.11.1 All crane operations must be in accordance with the requirements in 1926 Subpart CC—Cranes and Derricks in Construction.
- 3.11.2 The contractor/supplier shall be required to attend any scheduled pre-construction meetings focusing on crane signaling and/or other specific safety issues whenever its work involves or is associated with cranes or whenever the Messer representative deems is necessary.
- 3.11.3 Contractors/suppliers shall ensure that all crane operators are certified/licensed to operate the equipment safely and are trained and evaluated before operating the equipment. The contractor shall provide Messer with documentation of all qualified operator training at the time the individual arrives on the jobsite.
- 3.11.4 Pre-lift meeting needed each shift. The crane operator/project team to ensure these occur.
 - 3.11.4.1 The operator shall hold a daily pre-lift safety meeting at the lift site with all personnel taking part in the lift.
 - 3.11.4.2 The meeting shall include a review of the scope of lift logistics and identification of qualified riggers and verification that rigging is inspected and these personnel understand their respective roles.
 - 3.11.4.3 The pre-lift meeting shall cover the following minimum requirements
 - a) Qualified rigger identification
 - b) Lift logistics, safety requirements, materials, equipment
 - c) Follow the 1926.1404 where applicable
 - 3.11.4.4 Pre-lift meeting will be documented and signed by the operator and qualified riggers, to indicate they fully understand the scope of the lift.
- 3.11.5 Contractors/suppliers shall ensure that crane inspections are performed as required by a qualified inspector. Special attention shall be given to such items as cables, hoses, guards, booms, blocks, hooks, and safety devices. Prior to operation, current, annual and monthly inspection documentation must be provided to Messer and made available on the piece of equipment. Additionally, shift inspection documentation must be recorded and submitted to Messer at a minimum weekly and/or upon request.
- 3.11.6 A/D director and qualified riggers shall be used for all hoisting operations associated with assembly and disassembly work.
- 3.11.7 Pre-lift equipment inspection—applies to all rigging:
 - 3.11.7.1 All rigging and equipment shall be inspected by qualified personnel prior to each shift and as necessary during use. Defective rigging equipment shall be removed from services
 - 3.11.7.2 Inspection will be documented and subcontractor shall submit signed inspection to Messer for approval prior to lift.
- 3.11.8 Employees engaged in hoisting and rigging activities shall be trained and qualified in the activities they are performing and shall be identified with a Blue Vest. This includes qualified riggers, signal persons and personnel landing/receiving the load.
 - 3.11.8.1 All qualified Messer riggers shall be verified by the Craft Department and provided a blue rigger vest.
 - 3.11.8.2 Subcontractor management shall be required to provide mandatory proof of operator and rigger training—to verify and validate the training and qualifications of their operators/riggers and furnish a blue rigger vest to only those riggers meeting qualification.
 - 3.11.8.3 Qualified riggers are accountable for and must wear the blue vest at all times.

- 3.11.9 All contractors must ensure that rigging equipment:
 - 3.11.9.1 Has permanently affixed and legible identification markings as prescribed by the manufacturer that indicate the recommended safe working load and
 - 3.11.9.2 Selection of rigging equipment is applicable to the load to be carried
 - 3.11.9.3 Not be loaded in excess of its recommended safe working load as prescribed on the identification markings by the manufacturer; and
 - 3.11.9.4 Not be used without affixed, legible identification markings.
 - 3.11.9.5 Rigging equipment, when not in use, shall be removed from the immediate work area so as not to present a hazard to employees.
- 3.11.10 A qualified signal person shall always be used during operation and travel of the crane load.
- 3.11.11 Tagline must be used on all loads to prevent rotation of the load. Taglines must be at least 6ft long or longer as necessary to safely control the load without having to stand directly under the load.
- 3.11.12 Whistles shall be used to notify workers in the area that a load that is being moved and a hazard exists.
- 3.11.13 If any part of the equipment, load line or load (if operated up to the equipment's maximum working radius in the work zone) could get closer than 20 feet to a power line the requirements of Option 1, 2, or 3 of 1926.1408 shall be met.
- 3.11.14 Operators shall not be engaged in activities that distract their attention while operating.
- 3.11.15 Generally, cranes shall not be left unattended while running. However, when crane operation is frequently interrupted during a shift and the operator must leave the crane, the engine may remain running and the following conditions shall apply:
 - 3.11.15.1 Land any load, bucket, lifting magnet, or other device;
 - 3.11.15.2 Disengage the master clutch;
 - 3.11.15.3 Set travel, swing, boom brakes, and other locking devices;
 - 3.11.15.4 Put controls in the off or neutral position
 - 3.11.15.5 Secure the crane against accidental travel;
 - 3.11.15.6 The operator shall be situated where unauthorized entry of the crane can be observed; and
 - 3.11.15.7 The crane shall be located within an area protected from unauthorized entry.
- 3.11.16 The swing radius of the crane counterweights must be barricaded.
- 3.11.17 Working or riding on crane loads suspended, lowered, or hoisted is prohibited except as permitted by, 1926.1431, focusing on crane suspended personnel platforms.
- 3.11.18 Winch trucks shall not have a load suspended from the hook while traveling. The load shall be secured on the bed of the truck. The hook of a winch truck must be tied down or secured in some manner, and not allowed to dangle freely when traveling.

3.12 Welding and Cutting

- 3.12.1 In areas where welding or other hot work is conducted. In addition to any permanently placed units, a minimum of one 10 lb. ABC dry chemical extinguisher shall be immediately available in the work area. A fire watch and/or hot work permit may also be necessary.
- 3.12.2 Adequate ventilation shall be provided to maintain acceptable atmospheric conditions when welding, cutting, grinding, or heating. Where adequate ventilation cannot be maintained, respirators or air hoods shall be used.
- 3.12.3 Compressed gas cylinders shall be secured in an upright position at all times. Cylinder valves shall be closed when work is interrupted or finished, and when cylinders are empty or being moved.

- 3.12.4 When cylinders are lifted by hoisting equipment, a basket, cradle, or a similar handling device shall be used. Electromagnet, hooks, ropes, or slings shall not be used to lift cylinders, and cylinders shall not be lifted by their caps.
- 3.12.5 Oxygen cylinders shall not be stored close to cylinders of acetylene or other fuel gases, and they must be kept clear of fuel oils, grease, etc. Cylinders stored in the open shall be protected from accumulation of ice and snow, and shielded from direct sun when temperatures are high. Compressed gas cylinders shall be stored so as to avoid possible destruction or obliteration of labels or other means of identifying the contents. Oil or other hydrocarbon contamination shall be avoided on all cylinder gauge connections and regulator devices.
- 3.12.6 Electric arc welding machines shall be disconnected when moved, and turned off when not in use. They shall be disconnected from the primary supply at the end of the workday.
- 3.12.7 Welding cables shall be positioned so they will not be damaged or present a trip hazard.
- 3.12.8 The ground return electrode shall be attached directly to the work to prevent current flow through structures and equipment. All welding cables and connections shall be first quality industrial material, and shall be in good repair.
- 3.12.9 Welding equipment powered by hydrocarbon fuels shall not be used unless proper exhaust venting is provided.
- 3.12.10 All arc welding and cutting operations shall be shielded by non-combustible or flameproof screen, which will protect employees and other persons working in the vicinity from the direct rays of the arc.

3.13 Lasers

- 3.13.1 Only employees who are trained and qualified for laser use shall be allowed to use laser equipment. Those employees who are authorized to operate laser equipment shall have proof of such training/authorization in their possession at all times while equipment is in use.
- 3.13.2 Standard laser warning signs shall be posted at access points to areas where lasers are being used.

3.14 Fire Protection and Prevention

- 3.14.1 The contractor's/supplier's emergency response procedures shall contain provisions for fires or explosions. Contractor/supplier employees shall know the location of and shall be familiar with the fire control equipment. The phone number of the nearest local fire department shall be readily accessible.
- 3.14.2 An adequate number of fire extinguishers of the proper type for the materials exposed and the work performed shall be placed in accessible locations based on the work taking place. Individuals who may use these devices shall be trained in their use. Contractors/suppliers should provide their own extinguishers, especially for activities that require them in the direct vicinity of their work.
- 3.14.3 Extinguishers shall be checked monthly for usage and service condition, and shall be in good operating conditions at all times. Owner extinguishers should only be used in an emergency. Messer representatives shall be notified if an individual discharges an extinguisher other than their own.
- 3.14.4 Equipment and materials shall be stored so as not to block access to fire control and emergency equipment such as fire hydrants, extinguishers, hose racks, alarm boxes, safety showers, self-contained breathing apparatus, etc. A minimum of 15 feet of clearance shall be maintained around fire hydrants.
- 3.14.5 Likewise, materials and equipment shall not block or compromise the integrity of smoke/fire walls and doors. Messer representatives must approve any activity affecting the operation of these devices. The same is true when fire exits may be blocked.

- 3.14.6 Only approved containers shall be used for the storage, transport, and use of flammable substances. Portable containers used for transporting and transferring gasoline or other flammable liquids shall be approved (metal) safety cans equipped with flash arrestors and self-closing lids. All such containers shall be clearly labeled as to its contents. When transferring flammable liquids from one container to another, a bonding wire shall connect the containers.
- 3.14.7 Secondary containment is required for all above ground fuel storage tanks. Double wall storage tanks are also acceptable. In addition, such tanks must be protected from collision damage. Drip pan must be used to prevent any spillage from the dispense nozzle.
- 3.14.8 Areas around welding or flame cutting operations shall be kept free of flammable or combustible materials. Welding, cutting, or any ignition source is not permitted within 50 feet of any refueling, spray painting, or storage of flammable liquids.
- 3.14.9 For mixing and spray application of flammable and combustible materials, only equipment which is approved for that specific use shall be employed.
- 3.14.10 Adequate ventilation to prevent an accumulation of flammable vapors shall be provided where solvents or volatile cleaning agents are used. Extra precaution is needed when solvents are used in the presence of hot surfaces, or where high heat and ultra-violet rays from welding may present an additional hazard from toxic vapors.
- 3.14.11 Fuel fired heating devices shall not be used in confined or unventilated spaces.
- 3.14.12 Open flame heating sources shall not be used in areas where combustibles are stored.
- 3.14.13 No more than 25 gallons of flammable or combustible liquid shall be stored in a room outside of an approved storage cabinet. A maximum of 60 gallons of flammable liquid or 120 gallons of combustible liquid shall be stored in a storage cabinet. Quantities in excess shall be stored in a storage room.
- 3.14.14 Warning signs shall be posted where flammable or combustible materials (solid, liquid, and gas) are stored. "No Smoking" signs shall be posted in areas of possible fire hazards. Contractors/suppliers shall abide by no smoking policies required on specific sites.
- 3.14.15 Liquid Petroleum Gas shall never be stored in a building.
- 3.14.16 An individual designated as a "fire watch" shall be provided by the contractor/supplier when required for hot work activities and shall be trained in the proper operation of fire extinguishers and understand general "fire" protocol.
- 3.14.17 It is the responsibility of each individual to become familiar with the location of the exits that could be used in case of a fire or other evacuation emergencies.
- 3.14.18 Hot Work Permits maybe required as per jobsite specific rules. Work activities which produce: spark, slag or open flame may be required to have a Hot Work Permit.

3.15 Demolition

- 3.15.1 Prior to permitting employees to start demolition operations, an engineering survey shall be made, by a competent person, of the structure to determine the condition of the framing, floors, and walls, and possibility of unplanned collapse of any portion of the structure. Any adjacent structure where employees may be exposed shall also be similarly checked. Employer shall document the survey.
- 3.15.2 When employees are required to work within a structure to be demolished which has been damaged by fire, flood, explosion, or other cause, the walls or floor shall be shored or braced as directed by a PE.
- 3.15.3 No material shall be dropped to any point lying outside the exterior walls of the structure unless the area is effectively protected. Whenever materials are dropped more than 20 feet to any point lying outside the exterior walls of the building, an enclosed chute shall be used.
- 3.15.4 When debris is dropped through holes in the floor without the use of chutes, the area onto which the material is dropped shall be completely enclosed with barricades not less than 42 inches high and not less than 6 feet back from the projected edge of the opening above. Signs, warning of the hazard of falling materials, shall be posted at each level. Removal shall not be permitted in this lower area until debris handling ceases above.
- 3.15.5 All material chutes, or sections thereof, at any angle of more than 45 degrees from the horizontal, shall be entirely enclosed, except for openings equipped with closures at or about floor level for the insertion of materials. The openings shall not exceed 48 inches in height measured along the wall of the chute. At all stories below the top floor, such openings shall be kept closed when not in use.

3.16 Use of Vehicles

- 3.16.1 Access to the jobsite shall be according to local regulations. Adequate traffic control signs shall be enforced. Access roadways shall be clearly marked, and shall be used.
- 3.16.2 Contractor/supplier vehicles shall be kept in safe operating condition, and contractor/supplier personnel shall comply with local and site regulations regarding the operation of such vehicles.
- 3.16.3 Contractors/suppliers shall not use or operate Messer vehicles, mobile equipment, or employee vehicles without the specific authorization from the Messer representative.
- 3.16.4 Contractor/supplier employees shall park in designated areas. They shall not park on roadways or service drives, or near doorways, loading bays, dumpster boxes, or access to fire hydrants or hoses. Contractor/supplier personnel shall always check carefully before backing up.
- 3.16.5 Fuel tanks on vehicles shall not be filled while the engine is running. The driver shall stay with the vehicle. Smoking is prohibited during refueling.
- 3.16.6 Vehicle accidents on Messer jobsites shall be reported to the Messer representative immediately.
- 3.16.7 All cargo shall be secured. Material hanging over the sides or ends of a truck shall be flagged.
- 3.16.8 Transporting employees on equipment not designed for that specific purpose is prohibited. This includes riding while hanging onto the exterior of a vehicle or mobile equipment. Seatbelt use is mandatory for drivers/operators and passengers in all vehicles and equipment. No one is permitted to ride in the beds of trucks.

3.17 Construction Signage Use

- 3.17.1 Contractors shall install appropriate and effective warning and/or caution signs identifying hazards associated with work being completed.
- 3.17.2 Signs warning of high voltage shall be posted where unauthorized workers might come into contact with live parts such as overhead power lines and electrical closets.
- 3.17.3 Contractors shall ensure Caution-Overhead Work placards/signs are posted where other work activities are taking place near elevated work areas.

3.18 Concrete and Masonry

- 3.18.1 All protruding reinforcing steel, onto and into which employees could fall, shall be guarded to eliminate the hazard of impalement.
- 3.18.2 A limited access zone shall be established whenever a masonry wall is be constructed. The limited access zone shall conform to the following:
 - 3.18.2.1 The limited access zone shall be established prior to the start of construction of the wall;
 - 3.18.2.2 Be equal to the height of the wall to be constructed plus four feet, and shall run the entire length of the wall;
 - 3.18.2.3 Be established on the side of the wall, which will not contain a scaffold;
 - 3.18.2.4 Be restricted to entry by employees actively engaged in constructing the wall. No other employees shall be permitted to enter the zone;
 - 3.18.2.5 Remain in place until the wall is adequately supported to prevent overturning and to prevent collapse.
- 3.18.3 All masonry walls over eight feet in height shall be adequately braced to prevent overturning and to prevent collapse. The bracing shall remain in place until permanent supporting elements of the structure are in place.
- 3.18.4 When overhand brick laying work is performed from scaffolding, the working side of the scaffold shall be protected from falls by guardrails or three courses of material with an effective height of no less than 24 inches above the work platform.
- 3.18.5 Dust control methods must be used when cutting, chipping, grinding, sand blasting or any other process involving concrete, block or brick. Wet methods must be used as first means of dust control. If not feasible, alternative methods must be in compliance with OSHA Repairable Crystalline Silica Standards.
- 3.18.6 Adequate eyewash facilities must be readily available for all employees working with uncured concrete, mortar, grout or acidic cleaning solutions.
- 3.18.7 Workers placing concrete from a chute, concrete bucket or hose shall wear adequate eye and face protection.

3.19 Dropped Object Prevention and Overhead Protection

- 3.19.1** Overhead risks and controls shall be identified for key scopes of work and addressed in the Subcontractor Site-Specific Safety Plan. Daily JSA's shall be used to identify area-specific risks and controls for each day's work activities. Controls identified on the daily JSA must be in accordance with minimum controls identified within the following requirements, Messer's risk assessment and site-specific safety plan and the subcontractor's approved site-specific safety plan.
- 3.19.1.1** Primary control measures shall be the preferred method of protection. Secondary control measures must be utilized where the primary control measures for dropped object prevention are not feasible or will not provide complete protection. Most overhead work activities will require a combination of primary and secondary controls.
- a)** Primary Control (Dropped Object Prevention) measures are focused on preventing an object from falling. These measures may include tool lanyards/tethers; rated tool bags with closure; guardrails with netting; sloped roof protection; material storage; and securement/tethering.
 - b)** Secondary Control (Dropped Object Protection/Overhead Protection) measures are focused on preventing a dropped object from causing injury to persons or damage to property, but do not prevent an object from falling. These measures may include protective canopies; horizontal debris nets; and controlled access zones.
- 3.19.2** Mesh or netting is required on all perimeter guardrails installed at heights above 10' as well as on rail systems around elevator shafts, mechanical chases, stairwells or similar openings inside buildings where employees will perform work.
- 3.19.3** Sloped roofs shall have slide guards, debris netting or other means of primary dropped object prevention in place at all times when employees, tools or materials are present on the roof. If not feasible for the activity, an alternate plan for protection must be submitted and approved.
- 3.19.4** All buildings with exterior elevated work ongoing shall have designated, protected access/egress points from the building. This may be accomplished by walk through scaffolding, Connex boxes, canopy structures or other equivalent means. Additionally, measures must be put in place to restrict use of non-designated access/egress points. Emergency egress needs must be taken into consideration when planning.
- 3.19.4.1** Controlled access zones (CAZ) shall be established for all overhead work activities where there is potential for unauthorized individuals to enter the area below. Barricades should be sized such that a dropped object will not deflect and bounce beyond the barricade. If barricades cannot be sized to fully contain deflected objects, primary protection measures must be used in addition to controlled access zones. Additionally, primary protection measures must be used when authorized ground personnel are potentially exposed to overhead hazards in the barricaded area.
- 3.19.4.2** Danger or caution tape (including reinforced tapes) shall not be used for overhead protection CAZ. Only hard barricade material may be used (e.g., snow fence, cones and bones, jersey barriers). Flagged rope or chain may be utilized for short-term barricades.

- 3.19.5** Barricades must have signage or tags indicating the risk and ownership of the barricade.
- 3.19.6** Material storage and waste/debris containment and disposal shall be managed per Messer's 5S program to limit potential falling or wind-borne objects. No materials shall be stacked/stored higher than guardrail protection if stored adjacent to perimeter or shaft guardrails. Sheet goods (including plywood, metal decking, insulation board, etc.) and other loose materials stored on open decks or roofs shall be positively secured when not actively being used and at the end of each shift. Acceptable securement may include straps, banding, pallet wrap, etc.
- 3.19.7** Failure to implement these procedures or use required drop prevention systems/overhead protection will be considered a violation of Messer's Safety4Site program and will result in removal from the project site.

4.0 Health Requirements

4.1 Hazardous/Toxic Substances

- 4.1.1 The contractor/supplier shall develop and maintain a written Hazard Communication Program as required by 29 CFR 1926.59. The written program shall be submitted to the Messer representative prior to beginning work. Contractor/supplier employees and appropriate regulatory officials shall have access to the program. Contractor/supplier shall be responsible for ensuring that sub-tier contractors/suppliers have copies of their Hazard Communication programs on the jobsites.
- 4.1.2 The written program requirements include a current list of hazardous chemicals present at the site, a labeling system for containers of chemicals at the work site including dispensing/transfer containers, and corresponding Safety Data Sheets (SDS).
- 4.1.3 The contractor/supplier shall submit copies of all relevant SDSs to the Messer representative before the materials are brought on site.
- 4.1.4 Safety Data Sheets (SDS) shall be requested / obtained from the vendor for all hazardous chemicals or materials brought on site by the contractor. Container labels or warning systems for hazardous chemicals/materials shall include the name of the chemical/material the hazard is associated with, its use and exposure, and any necessary precautions.
- 4.1.5 Contact or exposure to hazardous chemicals/materials exceeding Permissible Exposure Levels (PEL) shall be avoided, preferably through the implementation of engineering or administrative controls. Where such controls are infeasible, appropriate personal protective equipment such as chemical resistant clothing, gloves, aprons, goggles and respirators shall be used. Unnecessary contact with any hazardous materials shall be avoided.
- 4.1.6 Messer representatives shall be notified immediately of a spill or release of a hazardous material. Messer representatives shall inform the owner of the occurrence.
- 4.1.7 Hazardous and/or toxic materials such as solvents, coatings, or thinners shall be stored in approved containers. Original shipping containers that satisfy local safety regulations are considered approved containers for transporting and storing these materials. All hazardous or toxic materials shall be returned to the designated storage area at the end of each shift. Hazardous, toxic or flammable materials shall not be stored in occupied buildings.
- 4.1.8 The contractor/supplier shall train its employees about the contractor's/ supplier's obligations under the law, and hazards and protective measures of chemicals to which they may be exposed. The contractor/supplier shall train its employees on the meaning of any labels, symbols, colors or other codes that might be used at the work site by the contractor, Messer employees, or other contractors/suppliers, to warn of particular worksite hazards. All such training shall be documented and retained by the contractor/supplier, with a copy provided to the Messer representative upon request.
- 4.1.9 Contractors/suppliers engaged in renovation or demolition projects shall ensure employees are trained in the potential environmental health hazards of such work. This includes a minimum of awareness level training in asbestos, lead and mold. Training shall be documented and available to Messer upon request.
- 4.1.10 Contractors/suppliers whose work creates excessive dust or fumes shall provide adequate engineering controls such as an exhaust or ventilation system, and/or conduct work at "off hours", as approved by the Messer representative. Exhaust and/or ventilation systems must be reviewed with the Messer representative prior to implementation.
- 4.1.11 All equipment with combustion engines used indoors shall be fueled with LP gas, exhausted to the exterior, or be fitted with oxy-cat mufflers. The areas shall also be monitored for carbon monoxide.

4.2 Respiratory Protection

- 4.2.1 The contractor/supplier shall protect personnel and the public from exposures to dust, fumes, vapors, mists or gases in excess of Permissible Exposure Limits (PEL) or Short Term Exposure Limits (STEL), as referenced by the Occupational Safety and Health Administration (OSHA), American Conference of Governmental and Industrial Hygienist (ACGIH).
- 4.2.2 Where exposure is unavoidable, and engineering or administrative controls such as isolation of the hazardous materials, ventilation or limiting exposure periods may not provide adequate protection, use of approved respirators shall be required.
- 4.2.3 Personnel shall wear appropriate respiratory protection when applying toxic or hazardous materials inside tanks, rooms, or other areas where adequate ventilation does not exist.
- 4.2.4 Personnel required to wear respiratory protection shall be trained, fit tested, and medically qualified to wear such devices. Documentation shall be made available upon request. Contractors/suppliers shall ensure that sub-tier contractors/suppliers have this information available for review.
- 4.2.5 The contractor/supplier shall implement a respiratory program, which includes proper maintenance and care of the respirators and any related equipment.

4.3 Medical Surveillance

- 4.3.1 Individuals, depending upon the type of work and qualifications, may be required to be medically qualified prior to doing certain types of work, or where exposure to certain hazardous materials exists.
- 4.3.2 The contractor/supplier shall provide post exposure surveillance when deemed necessary.

4.4 Hearing Conservation and Noise Control

- 4.4.1 Hearing protection is required in all posted high noise level areas of Messer projects. Hearing protection may also be required where excess noise exposure exists even on a temporary basis. This would include situations where equipment such as jackhammers, saws, drills, grinders, or heavy equipment is being utilized, and the 90-decibel level is exceeded. The contractor shall implement the necessary hearing protection to respond to these noise hazards.
- 4.4.2 Areas where noise levels exceed the 90-decibel standard on a routine shall require adequate hearing protection, and this requirement shall be effectively communicated to those affected. Employees shall also wear adequate PPE when working in areas where noise levels exceed the 90-decibel standard on a temporary and/or intermittent basis. This protection could include muffs, plugs, or a combination thereof. Individuals required to wear such hearing protection shall be properly fitted and trained.
- 4.4.3 Where routine exposure to noise in excess of the 85 TWA (Time Weighted Average, 8-hour Workday) decibel level occurs, the contractor personnel are subject to the provisions of the OSHA Hearing Conservation Standard. This includes audiometric testing, employee training and any other applicable requirements.

4.5 Asbestos Containing Materials

- 4.5.1 If asbestos is suspected or materials containing asbestos are discovered on site, Messer representatives shall be notified immediately. All work in and around the suspected materials shall cease until a determination is made by a qualified third party, and any necessary abatement is completed.
- 4.5.2 Individuals involved with the handling, removal, demolition, and/or disposal of materials containing asbestos shall comply with OSHA, EPA, and other state and/or local standards governing this activity.
- 4.5.3 The OSHA Asbestos Standard requires that personnel working with asbestos shall be properly trained, monitored for exposure, and medically surveyed where necessary. Engineering controls and personal protective equipment shall be utilized to prevent exposures in excess of the Permissible Exposure Limit (PEL).

- 4.5.4 Individuals shall comply with Environmental Protection Agency (EPA) removal requirements for asbestos including: written notification prior to removal, utilization of emission controls, and special handling and disposal procedures.
- 4.5.5 All individuals hired to perform asbestos abatement work shall be properly bonded, insured, and licensed by the appropriate governing agencies.
- 4.5.6 All individuals hired to perform lead abatement shall be properly bonded, licensed, and insured, as required by the appropriate governing agencies.
- 4.5.7 The employer handling abatement work shall confirm or deny materials contaminated with asbestos through the necessary documented testing/surveying resources. This testing may be conducted through an established third party testing agency.

4.6 Lead Containing Materials

- 4.6.1 If lead is suspected or materials containing lead are discovered on site, Messer representatives shall be notified immediately. All work in and around the suspected materials shall cease until a determination is made by a qualified third party and any necessary actions take place.
- 4.6.2 All individuals hired to perform lead abatement and/or disturbing lead-containing surfaces shall be properly bonded, licensed, and insured, as required by the appropriate governing agencies.
- 4.6.3 Individuals involved with the handling, removal, demolition, and/or disposal of materials containing lead shall comply with, EPA, and other state and/or local standards governing this activity. Individuals shall specifically comply with the OSHA Construction Standard, 1926.62.
- 4.6.4 Unless sampling results verify zero concentrations of lead, all existing painted surfaces that will be disturbed shall be assumed to be lead-containing.
- 4.6.5 An exposure assessment/air monitoring shall be conducted to determine the anticipated exposure levels of individuals disturbing the lead-containing surfaces, and the type of protection needed when doing such.
- 4.6.6 All employees performing this type of work shall be trained on the hazards of lead exposure, participate in a medical surveillance program, when necessary and shall be trained on and shall use the appropriate protective equipment.

4.7 Silica

- 4.7.1 Any contractor/suppliers performing potential silica-related work shall submit a written silica exposure control plan prior to beginning work and must identify a competent person for the project. The silica exposure control plan shall include task-specific controls that are in compliance with OSHA Table 1 or documentation of appropriate protection must be provided for alternate controls.
- 4.7.2 Contractor/suppliers shall identify a competent person for the project and shall ensure workers are trained on operations that could result in exposure to silica and proper control measures in compliance with the OSHA standard.
- 4.7.3 Dry sweeping without dust compounds and use of compressed air for cleaning of silica containing dust is strictly prohibited. Dust containing silica shall be wet swept, swept using appropriate sweeping compound or vacuumed using an approved HEPA vacuum and filter.

4.8 Industrial Hygiene and Exposure Standards

- 4.8.1 The contractor/supplier shall be responsible for determining potential job-related health risk exposures as well as the applicable Permissible Exposure Level (PEL) or standard.
- 4.8.2 Where the potential exists for employee exposure to occupational health risk(s) at the jobsite, the contractor/supplier shall identify and evaluate those risk(s) relevant to its work activity, through various means including medical surveillance, monitoring of health complaints, incident reports and workers' compensation claims, and industrial hygiene sampling and personnel exposure monitoring methods.

- 4.8.3 For industrial hygiene sampling/exposure monitoring, the contractor/supplier shall be responsible for providing the necessary equipment and expertise to do the work. Samples/monitoring results shall be sent to a NIOSH-approved laboratory for evaluation. Results from sampling/monitoring shall be communicated to affected employees with a written record submitted to the Messer representative upon request.

4.9 Moisture Intrusion and Mold

- 4.9.1 While mold may not be completely eliminated during construction activities, Messer requires the following steps to be taken to control mold and minimize any adverse effects:
- 4.9.2 Notify the Messer management team immediately following a water intrusion or the identification of mold;
- 4.9.3 Dry water-damaged areas and materials as soon as possible, within 24 hours and not later than 48 hours after the water intrusion event;
- 4.9.4 Replace porous materials as they cannot be cleaned effectively. Clean non-porous surfaces with detergent and water, and dry them completely.
- 4.9.5 Contractors can often clean a small outbreak of mold. However, if mold growth is extensive, consult a professional with experience. When using disinfectants or biocides, always ventilate the area, using outside air if possible, and exhaust the air to the outdoors. During cleanup employees shall wear long-sleeve shirts and pants that can be washed or discarded after the work. Gloves and eye protection shall be worn as well. And when using cleaning materials such as biocides or disinfectants, follow the manufacturer's directions and wear recommended personal protective equipment, which may include respiratory protection.

4.10 Hexavalent Chromium

- 4.10.1 The contractor is required to meet all applicable requirements under section 1926.1126 and/or Appendix C-1: Portland Cement Inspection Procedures. Implementation will include but not limited to air sampling, employee training, medical surveillance, protective equipment, and suitable hand washing facilities.

5.0 Environmental Requirements

5.1 Protection of the Environment

- 5.1.1 The contractor/supplier shall be knowledgeable of and comply with all federal, state, and local environmental regulations for materials, including hazardous substances or wastes, under its control. The contractor/supplier shall not dump, release, or otherwise discharge or dispose of any such materials without the express authorization of the Messer representative.
- 5.1.2 Any release of a hazardous substance to the environment, whether into the air, water, or ground, must be reported to the Messer representative immediately.
- 5.1.3 If a release resulting from contractor actions occur, the contractor/supplier shall take proper measures to counter any known environmental or health hazards associated with such a release. These would include remedial procedures such as spill control, containment, and disposal. Documentation of proper disposal shall be provided to Messer. The contractor/supplier shall also provide notification to the proper authorities.

5.2 Air Pollution

- 5.2.1 The contractor/supplier, depending on the type and quantity of materials, may be required to have an emergency response plan for any releases of materials to the atmosphere. The contractor/supplier shall also be aware of local ordinances affecting air pollution.

5.3 Water Pollution

- 5.3.1 Where materials under contractor/supplier control could be discharged to the ground or to the water, the contractor/supplier shall be aware of and comply with local sewer ordinances or other requirements, which may prohibit the discharge of certain materials into the sewer system.
- 5.3.2 The contractor/supplier shall obtain any necessary permits for materials under its control. These permits include, but are not limited to, National Pollutant Discharge Elimination System (NPDES) permits, Public Owned Treatment Works (POTW) contracts, Storm Water Control Permits, and Spill Prevention Control and Countermeasure (SPCC) plans, as well as any local or regional requirements relating to such.

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SECTION 008260
JOINT POLICY FOR SMALL BUSINESS ENTERPRISE, ECONOMIC
INCLUSION AND WORKFORCE DEVELOPMENT
FOR THE BANKS PROJECT

PART 1 GENERAL

1.1 SUMMARY

- A. Joint Policy for Small Business Enterprise, Economic Inclusion and Workforce Development
- B. Subcontractor Approval Request (Form 2004)
- C. Subcontractor Monthly Business Utilization Report (Form 2005)
- D. Subcontractor Substitution (Form 2006)
- E. Workforce Monthly Tracking (Form WF-01)
- F. Workforce Number of Employees Report (Form WF-02)
- G. Workforce Monthly Employee Information Report (Form-WF-03)

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

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

1. Banks Project Economic Inclusion Policy

1.1 Purpose. The Banks project is a joint property development project of Hamilton County, Ohio (the “County”), the City of Cincinnati, Ohio (the “City”) and a master developer, Riverbanks Renaissance, LLC (the “Developer”). The Mayor of the City, Cincinnati City Council (the “Council”) and the Commissioners of Hamilton County, Ohio (the “Commissioners”) have established this Joint Policy for Small Business Enterprise, Economic Inclusion and Workforce Development (this “Banks Inclusion Policy”) for the Banks development project (the “Banks Project”) for the purpose of promoting equal business opportunity for small and disadvantaged businesses, including minority-owned and women-owned firms, and to ensure that such businesses receive or participate directly or indirectly in contracts and procurements related to the Banks Project awarded by the County and/or the City. Further, this Banks Inclusion Policy has been adopted to support and encourage the participation of small businesses and disadvantaged businesses, including, but not limited to, those owned by minorities and women, in the retail, hospitality and entertainment components of the Banks Project through active recruitment, facilitation of relationships and aggressive information-sharing. This Banks Inclusion Policy also has been established for the purposes of ensuring non-discrimination in the award and administration of such contracts and procurements and to promote the economic inclusion of qualified workers in the local region through employment opportunities related to the Banks Project.

2. Non-Discrimination Policy

2.1 Contracts and Procurements. The County and the City each is an equal business opportunity government which provides, and will continue to provide, equal access to contracting and procurement opportunities for all businesses. It is the policy of the County and the City that no contracts should be awarded, and no procurement decisions should be made, by or on behalf of the County and/or the City as the result of unlawful discrimination based upon race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief or place of birth.

2.2 Employment. The County and the City each has a long-standing commitment to ensuring non-discrimination and equal opportunity in employment. Under federal and state laws, the County and the City are obligated to avoid unlawful discrimination, to ensure that their respective contractors and suppliers avoid unlawful discrimination, and to ensure that contractors, subcontractors and suppliers for the Banks Project are selected by the County, the City and their respective contractors and suppliers without engaging in unlawful discrimination. Prior to being awarded a contract or procurement with the County or the City, each Contractor shall be required to certify in writing to the County or the City, as the case may be, that (a) the Contractor will comply with all of the requirements of this non-discrimination policy (the “Non-discrimination Policy”) and (b) the Contractor, directly or indirectly, (i) has not engaged, is not

engaged and will not engage in any kind of unlawful discrimination involving race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief or place of birth, whether or not such unlawful discrimination is related to a contract or procurement activity involving the Banks Project, and (ii) will not, for any purpose related to the Contractor's engagement with respect to the Banks Project, employ or contract with any person or business which the Contractor knows or has reason to know has engaged, is engaged, or will engage in such unlawful discrimination, whether or not such unlawful discrimination is related to a contract or procurement activity or involving the Banks Project. As used herein, "**Contractor**" means any bidder, contractor, subcontractor, professional service provider, supplier, vendor or other person doing business with or soliciting business from the County and/or the City relating to the Banks Project, unless the context otherwise requires.

3. DBE Policy Statement and Objectives [49 CFR Part 26.23]

3.1 Policy and Objectives. The County and the City have received, or may receive, federal financial assistance from the U. S. Department of Transportation (the "DOT") to finance a portion of the Banks Project and, as a condition to receiving such assistance, must comply with DOT regulations under 49 CFR Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*". In order to comply with DOT requirements and to give effect to this Banks Inclusion Policy, the County and the City have adopted this Disadvantaged Business Enterprise (as defined below) policy ("DBE Policy") and have established a Disadvantaged Business Enterprise program for DOT-assisted contracts related to the Banks Project (the "DBE Program") in accordance with applicable DOT regulations. It is the policy of the County and the City to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in DOT-assisted contracts ("DBE Policy"). It also is the policy and objectives of the County and the City:

- (a) To ensure non-discrimination in the award and administration of DOT-assisted contracts;
- (b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- (c) To ensure that only firms that fully meet eligibility standards set forth in 49 CFR Part 26 are permitted to participate as DBEs in the DBE Program;
- (d) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- (e) To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
- (f) To assist with the development of firms that can compete successfully in the marketplace outside of the DBE Program.

3.2 Liaison Officer. The Director of Hamilton County Small Business Development has been designated as the DBE liaison officer for the DBE Program (the “DBE Liaison Officer”). In that capacity, he/she is responsible for implementing all aspects of the DBE Program and ensuring that the County and the City comply with all provisions of 49 CFR Part 26 in connection with the award and performance of DOT-assisted contracts related to the Banks Project. Implementation of the DBE Program shall be accorded the same priority as compliance with all other legal obligations incurred by the County and the City in their financial assistance agreements with the DOT. The DBE Liaison Officer shall have direct and independent access to the Commissioners, the County Administrator of Hamilton County (the “County Administrator”), the Mayor of Cincinnati (the “Mayor”) and the Council with respect to matters concerning the DBE Program. [49 CFR Part 26.25]

3.3 Dissemination of Policy. The County has disseminated or will disseminate this DBE Policy statement to the Commissioners and all departments and divisions of the County. The City has disseminated or will disseminate this DBE Policy statement to the Mayor and all departments and divisions of the City. This DBE Policy statement also shall be distributed to DBEs and non-DBE business communities that currently perform, or have performed, work for the County or the City on DOT-assisted contracts by publishing this statement in general circulation, minority-focused and trade association publications, by electronic or regular mail to local disadvantaged business development organizations and by posting a copy of this DBE Policy statement on the County’s website and the City’s website. [49 CFR Part 26.23]

3.4 No Quotas or Set-Asides. Neither the County nor the City will use quotas or will set aside contracts for DBEs on DOT-assisted contracts or in any way in the administration of the DBE Program, except as permitted under DOT regulations to address egregious instances of unlawful discrimination. [49 CFR Part 26.43]

3.5 Expiration. The County and the City shall continue to carry out the DBE Program until all funds from DOT financial assistance for the Banks Project have been expended. [49 CFR Part 26.21(c)]

4. DBE Program Requirements

4.1 Definitions. [49 CFR Part 26.5]

4.1.1 “**Disadvantaged Business Enterprise**” or “**DBE**” means a for-profit small business concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. To be eligible for DBE certification under the DBE Program, (i) a firm (including its affiliates) must be an existing small business, as defined by the U. S. Small Business Administration (“SBA”) standards, and must not have average annual gross receipts as defined by SBA regulations over the firm’s previous three fiscal years in excess of \$20.41 million (subject to adjustment from time to time for inflation); [49 CFR Part 26.65]

4.1.2 **“DOT-Assisted Contract”** means any contract between the County and/or the City and a contractor (at any tier), funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land;

4.1.3 **“Socially and economically disadvantaged individual”** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(a) An individual who the County or the City finds to be a socially and economically disadvantaged individual on a case-by-case basis;

(b) An individual in one or more of the following groups, members of which are *rebuttably presumed* to be socially and economically disadvantaged:

(i) “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;

(ii) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women; and

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

An individual whose personal net worth exceeds \$750,000 (excluding the individual’s ownership interest in the firm applying for DBE certification, the individual’s equity in his or her primary residence and any contingent liabilities) is deemed not to be economically disadvantaged. [49 CFR Part 26.67(d)]

All terms used in this DBE Policy statement which otherwise are not defined in this statement shall have the respective meanings assigned to them, if any, in 49 CFR Part 26.

4.2 Non-Discrimination. [49 CFR Part 26.7] Neither the County nor the City will exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. In administering the DBE Program, neither the County nor the City will, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex or national origin.

4.3 DBE Financial Institutions. [49 CFR Part 26.27] The County and the City will investigate thoroughly the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the County, if any, and shall make reasonable efforts to use these institutions and to encourage prime contractors for DOT-assisted contracts related to the Banks Project to use such institutions. Any information on the availability of such institutions shall be maintained by the DBE Liaison Officer.

4.4 DBE Directory. [49 CFR Part 26.31] The County and the City shall maintain and make available to interested persons a directory identifying all firms eligible to participate as DBEs in the DBE Program. For each firm, the directory will include its address, phone number, and types of work the firm has been certified to perform as a DBE. The directory will be made available on request to interested persons, including bidders, for work related to the Banks Project in connection with their efforts to meet the DBE goals established by the County and the City and made a part of bid specifications. The directory will serve as a primary source for locating potential contractors and suppliers. The directory will be revised at least annually and updated information included in the directory will be made available to contractors and the public on request.

4.5 Required Contract Clauses. Both the County and the City will require the following assurance to be included in every DOT-assisted contract between the County or the City, as the case may be, and a contractor, and in each subcontract the contractor signs with a subcontractor:

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County and/or the City deems appropriate.” [49 CFR Part 26.13(b)]

The County and the City will include the following clause in each DBE-assisted prime contract:

“The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the County and/or the City. If the County and/or the City require retainage from the prime contractor and incremental acceptances of portions, as determined by the County or the City, as the case may be, of the contract work are made by the County and/or the City, then the prime contractor agrees to return all related retainage from subcontractors, if any, within ten (10) days after receiving payment from the County and/or the City for the contract work satisfactorily completed and accepted by the County and/or the City, including such incremental acceptances of portions of such work. Any delay or postponement of payment over ten (10) days may occur only for good cause following written approval of the County and/or the City, as applicable, which approval shall not be unreasonably withheld, conditioned or delayed. This clause applies to both DBE and non-DBE subcontracts. Each subcontractor shall provide in all contracts with lower tier subcontractors or suppliers clauses requiring that the subcontractor shall pay the lower tier subcontractors and suppliers in accordance with the foregoing provisions. Any violation of these provisions by the prime contractor may be considered a breach of contract and may result in the suspension or termination of this contract or such other remedy as deemed appropriate by the County or the City, as the case may be, and DOT. The foregoing requirements shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the prime contractor or any subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance and/or noncompliance by a subcontractor.” [49 CFR Part 26.29]

4.6 Monitoring and Enforcement Mechanisms. [49 CFR Part 26.37]The County and the City will monitor DBE contracts, DBE scheduled work and payments to contractors related to the Banks Project in order to ensure compliance with this DBE Program and that work committed to DBEs at contract award is actually performed by DBEs. Non-compliance with this DBE Policy by the offending party may be considered a breach of contract and may result in the suspension or termination of that party’s contract or such other remedy as deemed appropriate by the County or the City, as the case may be, and the DOT. The County and the City will bring to the attention of the DOT any false, fraudulent, or dishonest conduct in connection with the DBE Program known to the County or the City, as the case may be, as provided in 49 CFR Part 26.109. [49 CFR Part 26.37] The County and the City also will consider similar action under the County’s or the City’s own legal authorities granted through the contract documents, including responsibility determinations in future contracts.

4.7 Overall DBE Goals. [49 CFR Part 26.45]

(a) The County and the City, together with the Ohio Department of Transportation (“ODOT”), are required to and have established an overall goal for DBE participation in DOT-assisted contracts related to the Banks Project in accordance with the provisions of 49 CFR Part 26.45. The overall DBE participation goal must be based on demonstrable evidence of the availability of DBEs in the County which are ready, willing and able to participate in the DOT-assisted contracts relative to all businesses in the County which are ready, willing and able to participate in such contracts. The goal also must reflect the determination of the County, the City and ODOT of the level of DBE participation expected

absent the effects of discrimination. The overall goal for utilization of DBEs in connection with the publicly-funded portion of the Banks Project with respect to DOT-assisted contracts is _____% (the “DBE Goal”). **[NOTE: DBE PARTICIPATION GOAL TO BE SET BY ODOT WITH RECOMMENDATION FROM THE COUNTY AND THE CITY.]**

The Developer for the Banks Project fully supports the DBE Policy and the DBE Goal for the publicly-funded portion of the Banks Project.

(b) The County and the City will meet the maximum feasible portion of the DBE Goal by using *race-neutral* means to facilitate DBE participation in the Banks Project. The County and the City will attempt to achieve increased DBE participation in DOT-assisted contracts through *race-neutral* means, including, but not limited to, encouraging prime contractors to subcontract portions of the work on the Banks Project to DBEs, including work that such prime contractors otherwise might perform with their own work forces; ensuring the inclusion of DBEs and other small businesses on the County’s and/or the City’s mailing lists for bidders; and advising prime contractors of the County’s website and the City’s website with DBE information. [49 CFR Part 26.51(a)]

(c) The County and the City will use *contract goals* to meet any portion of the DBE Goal that the County and the City project cannot be met using *race-neutral* means. *Contract goals* shall be established so that, over the period to which the overall goal applies, the *contract goals* cumulatively will result in meeting any portion of the DBE Goal that is not projected to be met through the use of *race-neutral* measures. The County and the City will establish *contract goals* only on those DOT-assisted contracts that have subcontracting possibilities. The County and the City will not be required to establish *contract goals* on every such contract, and the size of *contract goals* will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work, etc.). [49 CFR Parts 26.51(d) and (e)] The County and the City will express *contract goals* as a percentage of the total amount of a DOT-assisted contract.

4.8 Good Faith Efforts. [49 CFR Part 26.53] When the County and/or the City has established a DBE *contract goal*, the County and/or the City will award the contract only to a bidder/offeror who makes good faith efforts to meet the goal as required under 49 CFR Part 26.53. Compliance with good faith efforts requirements will be treated as a matter of responsiveness to bid specifications. Each solicitation for which a *contract goal* has been established will require the bidders/offerors to submit the following information with each bid submitted:

- (a) The names and business and e-mail addresses of DBE firms that will participate in the contract;
- (b) A description of the work that each DBE firm will perform;
- (c) The dollar amount of the participation of each DBE firm participating;

(d) Written and signed documentation of commitment to use DBE subcontractors whose participation it submits to meet a ***contract goal***;

(e) Written and signed confirmation from each DBE firm that it is participating in the contract as provided in the prime Contractor's commitment; and

(f) If the contract goal is not met, evidence of good faith efforts of the bidder/offeror to meet such goal.

4.9 Counting DBE Participation. [49 CFR Part 26.55] The County and the City will count DBE participation towards overall and ***contract goals*** under the DBE Program as provided in 49 CFR Part 26.55.

4.10 DBE Certification. [49 CFR Part 26.83] Only firms certified as eligible DBEs as described in 49 CFR Part 26.83 are eligible to participate in the DBE Program.

5. SBE Policy Statement and Objectives

5.1 Policy and Objectives. The County and the City recognize that small businesses contribute financially to the County and the City through the payment of local taxes and the employment of local residents, who themselves support the County and the City through the payment of local taxes. The County and the City also acknowledge that small businesses generally have an economic and competitive disadvantage with respect to County and City contract and procurement opportunities because of their size and economic status. The County and the City believe that the growth and development of these economically-disadvantaged small businesses will increase the number of qualified business competitors in the local community, will improve and strengthen the local tax base which supports the County and the City, and will have a positive impact on the local workforce. It is the policy of the County and the City to support and encourage the participation of economically-disadvantaged small businesses in their procurement and contracting activities, including such activities related to the Banks Project (the "SBE Policy"). Accordingly, as part of the Banks Inclusion Policy, the County and the City have established the Banks Small Business Program (the "SBE Program") to encourage the participation of small businesses, directly and indirectly, in the contracts and procurements awarded by the County and/or the City related to the Banks Project. As part of the SBE Program, the County and the City also will encourage Contractors awarded Banks Project contracts to engage or use small businesses as subcontractors and/or suppliers for work to be performed under such contracts. Further, the County and the City will collect data to measure the participation of small businesses and minority and women-owned businesses in contracting and procurement activities related to the Banks Project. On an annual basis during the completion of the Banks Project, the County and the City will review this SBE Policy and the SBE Program and, if appropriate, will modify the policy and/or the program to more effectively achieve the objective of including small businesses in the contracting and procurement activities of the County and/or the City relating to the Banks Project.

5.2 Definitions. For purposes of this SBE Policy and the SBE Program, as used herein, “small business”, “small business enterprise” and “SBE” means a “small business enterprise” as defined under Section 323-1-S of the Municipal Code of the City of Cincinnati, Ohio, except that any requirement for the maintenance of fixed offices within the geographical boundaries of the County or the City (or any other geographic area) contained in such definition will not be applicable for purposes of the SBE Program. As used herein, “Contractor” means any bidder, contractor, subcontractor, professional service provider, supplier, vendor or other person doing business with or soliciting business from the County and/or the City relating to the Banks Project, unless the context otherwise requires.

5.3. SBE Participation Goals.

(a) In furtherance of the SBE Policy, it is the goal of the County and the City to award to small businesses, directly or indirectly through contracting, subcontracting and/or procurement activities of Contractors, contracts and procurements which represent at least 30% for Construction, 15% for Commodities and General Services and 10% for Professional Services, respectively, of the aggregate dollars spent annually by the County and/or the City on the Banks Project (the “SBE Goal”). In order to achieve the SBE Goal, the County and the City will encourage Contractors to use small businesses in the performance of contracts awarded to them relating to the Banks Project.

The Developer for the Banks Project fully supports the SBE Policy and the SBE Goals for the publicly-funded portion of the Banks Project and, with respect to the privately-funded portion, it is the goal of the Developer to achieve percentage goals equal to the SBE Goals with respect to the use of small business enterprises.

(b) The following categories are hereby established to identify the contracting and procurement activities covered by this SBE Policy, which categories may be amended from time to time by the County and the City:

(i) **Category A. – Construction:** including, without limitations, any and all contracts relating to new construction and the construction, renovation and/or maintenance of buildings, facilities and other erected structures owned or leased by the County and/or the City and the rehabilitation, remodeling and repairs of roads and bridges.

(ii) **Category B. – Commodities:** including, without limitations, the purchase of all goods, equipment, office and other supplies, art, furniture, and other tangible personal property otherwise not covered by Categories A, C and D herein.

(iii) **Category C. - General Services:** including, without limitations, the procurement of advertising, printing, non-construction repairs, janitorial services, training seminars and workshops, computer and information systems security, shipping and mailing, microfiche and microfilm, courier, storage, travel, consulting and any other non-professional services.

(iv) **Category D. – Professional Services:** including, without limitations, the purchase of any and all services for which applicable selection criteria may require a bidder or Contractor to possess a license or other certificate of competency, such as in the areas of accounting and auditing, insurance, laboratory, legal, medical and transportation, or as otherwise described as consultants in the Ohio Revised Code.

(c) Each Contractor for the Banks Project will be required to submit to the County and/or the City, as the case may be, with the Contractor's bid a plan for the engagement of small businesses by the Contractor in connection with the Banks Project. A Contractor's failure to submit a small business utilization plan to the County and/or City with the Contractor's bid may result in a determination that the bid is non-responsive and rejection of the bid.

(d) The County and/or the City may establish goals for the utilization of SBEs for each contract awarded by the County or the City, as the case may be, in connection with the Banks Project, and the goal related to each contract may differ from the goals for other contracts because of the availability of SBEs or other factors.

(e) The County and the City are required to award all contracts for the Banks Project to the "**lowest and best**" bidder. Accordingly, inability of a Contractor to meet the established contract goal or any other goal set forth in this SBE Policy with respect to the utilization of SBEs will not exclude the Contractor from award of a contract if the Contractor's bid otherwise is deemed by the County and/or the City, as the case may be, to be the "**lowest and best**" bid.

(f) For purposes of determining whether the SBE Goal is reached, SBE participation in Banks Project contracts will be counted as follows:

(i) The total dollar value of the contract awarded to an eligible SBE will be counted toward the SBE Goal;

(ii) The County or the City may count toward the SBE Goal a portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and contract of the SBE in the joint venture;

(iii) The County or the City may count toward the SBE Goal only expenditures to SBEs that perform a "**commercially useful function**" in the work of a contract. An SBE is considered to perform a "**commercially useful function**" when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. A business which stocks sufficient quantities of supplies in direct inventory, held for sale or resale, to cover anticipated future demands for the supplies engages in a "**commercially useful function**" for purposes of the SBE Program. SBEs that engage in the business of providing brokerage shall not be deemed to perform a "**commercially useful function**" unless the brokerage services are those required or sought by the County or the City, as the case may be. To determine whether an SBE is performing a commercially useful function, the County or the City, as the case may be, will evaluate the amount of work subcontracted, industry practices, and other relevant factors; and

(iv) Consistent with normal industry practices, an SBE may enter into subcontracts. If an SBE subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the SBE will be presumed not to be performing a commercially useful function. The SBE may present evidence to rebut this presumption to the County or the City, whichever has awarded the relevant contract.

5.4 Program Support. To facilitate the use of small businesses by Contractors, the County and the City, working together with the Consultant (as hereinafter defined), will:

5.4.1 Sponsor and hold pre-bid meetings to inform potential bidders of the SBE Goal and the availability of small businesses to perform work related to or to serve as suppliers for the Banks Project;

5.4.2 Notify small businesses of contracting, subcontracting and procurement opportunities related to the Banks Project directly and by placing notices and specifications related to such opportunities in their respective government bulletins; and, as funding permits, in major local newspapers in general circulation, local trade and trade association publications, small business enterprise media and other periodicals;

5.4.3 Provide copies of bid notices to local trade associations, local small business chambers of commerce, technical assistance agencies and small business contractor associations;

5.4.4 Provide small businesses with information and list of resources relating to insurance, bonding and financing;

5.4.5 Encourage the formation of joint ventures among small businesses and between small businesses and prime Contractors which may provide an opportunity for small businesses to gain experience;

5.4.6 Make copies of specifications and requests for proposals available for review by any prospective bidder;

5.4.7 Conduct outreach events directed to small businesses regarding contracting procedures and specific contracting opportunities related to the Banks Project;

5.4.8 Make available a list of small business resources that may assist with the development and improvement of immediate and long-term business management, recordkeeping and financial and accounting capabilities; and

5.4.9 Develop and distribute to potential Contractors for the Banks Project through print and electronic means a current directory of small businesses which are certified in accordance with this SBE Policy and which are available to serve as subcontractors and suppliers for the Banks Project, categorized by types of firms to facilitate identifying SBEs with capabilities relevant to a particular specification. Each SBE listing will contain the business name, contact person, mailing and e-mail addresses, phone number, legal structure of the business, and details concerning the SBE's specialty(ies). The directory will be continuously updated and maintained electronically as well as in hard copy. In compiling the directory, the County and the City will seek to identify and certify as many SBEs as possible that have the potential of doing business related to the Banks Project.

5.5 Monitoring SBE Participation.

(a) The County and the City will monitor and track the participation of small businesses in the Banks Project to determine if the SBE Goal is being met and whether Contractors are in compliance with the Non-discrimination Policy. In order to assist the County and the City in that effort, each Contractor for the Banks Project will be required to:

(i) submit to the awarding government entity (the County or the City, as appropriate) with each contract bid related to the Banks Project information regarding any and all small businesses proposed to be used by the Contractor in connection with the performance of the contract, including, but not limited to, a list of the name, business and e-mail addresses and telephone number of, and a brief description of the services to be performed or procurements to be filled (including the amount to be paid for such services or procurements) by, each such small business, which list also shall identify specifically each minority and women-owned business to be utilized in performing the contract if awarded to the Contractor; and

(ii) upon award of a contract related to the Banks Project, compile and deliver to the County and the City *monthly* reports regarding the engagement of small businesses in connection with the Banks Project in

sufficient detail so as to allow the County and the City to monitor and track the participation of small businesses in contract and procurement activities related to the Banks Project, including, but not limited to, a list of the name, business and e-mail addresses, telephone number and federal tax identification number of, and a brief description of the actual services performed or procurements filled by (including the amount paid or to be paid for such services or procurements), each small business during the period covered by the report in connection with the Banks Project contract or procurement awarded to such Contractor. In addition, for monitoring purposes, each such report shall identify specifically each minority and women-owned business included in the list.

(b) A Contractor's non-compliance with the foregoing disclosure or reporting requirements may be considered a breach of contract and may result in the suspension or termination of the Contractor's contract related to the Banks Project or such other remedy as may be deemed appropriate by the County and/or the City.

(c) The County and the City at least annually will prepare or cause to be prepared a consolidated report based on a compilation and analysis of the reports submitted by the Developer and other information, if any, provided to the County and the City by Contractors, regarding the use of small businesses for contracts and procurements related to the Banks Project. The report also will discuss the use of minority-owned and women-owned businesses for services and procurements related to the Banks Project to the extent that such information is available to the County and/or the City. The report will be made available promptly to the general public on the County's and the City's websites as well as in hard copy upon request.

5.6 SBE Certification. For purposes of the Banks Project, only small businesses which are certified by the City pursuant to Section 323-1-S of the Municipal Code of the City of Cincinnati, Ohio will be eligible to participate in the SBE Program. Notwithstanding the foregoing, no requirement regarding the maintenance of fixed offices within the geographical boundaries of the County or the City (or any other geographic area) will be required for such certification.

5.7 Limitations. The provisions of this SBE Policy shall not apply to contracts or procurements valued at \$5,000 or less. In addition, the provisions of this SBE Policy shall not apply to the publicly-funded portion of the Banks Project to the extent that applicable federal and/or state laws, regulations or policies prohibit the application of this SBE Policy to such portion.

5.8 Application of Other SBE Policies. This SBE Policy and the SBE Program established pursuant hereto shall be applied to all contracts and procurements of the County and/or the City awarded or to be awarded in connection with the Banks Project in lieu of any other existing small business enterprise policy, program or contracting and procurement requirements of the County and/or the City.

6. Workforce Development Policy Statement and Objective [41 CFR Part 60]

6.1 Policy and Objectives. The County and the City are equal opportunity employers. The County and the City believe that the reduction in unemployment among local residents, particularly minorities and women, constitutes a valid local government purpose. The County and the City also recognize their obligation to use contracting and procurement activities to facilitate the creation of jobs for unemployed and underemployed individuals. In addition, a portion of the Banks Project will be financed by the federal government through DOT, which requires compliance with Executive Order No. 11246, as amended (the “Executive Order”), and regulations promulgated by the U. S. Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”), under 41 CFR Part 60 (the “DOL Regulations”). The Executive Order prohibits discrimination in employment and requires affirmative action by contractors and subcontractors to ensure equal employment opportunities without regard to race, color, sex, religion and/or national origin in performing non-exempt federally-assisted construction contracts and subcontracts. The Executive Order and the DOL Regulations apply to a construction contractor’s or subcontractor’s employees who are engaged in on-site construction, including those construction employees who work on a non-federally assisted construction site. It is the policy of the County and the City to comply, and to require all Contractors awarded contracts or subcontracts related to the Banks Project to comply, with the Executive Order and the DOL regulations (“Banks Workforce Policy”) to the extent applicable. Therefore, in order to increase the capacity of minorities and women to participate in local construction projects, to promote the employment of minorities and women in connection with the Banks Project and to comply with the Executive Order and the DOL regulations, as part of the Banks Inclusion Policy, the County and the City have established the Banks Workforce Development Program (the “Banks Workforce Program”). Each Contractor working on the publicly-funded portion of the Banks Project shall comply with all applicable provisions of the Executive Order, the DOL Regulations and all other rules, regulations, and relevant orders of the U. S. Secretary of Labor. For purposes of this policy, “**Contractor**” means any bidder, contractor, subcontractor, professional service provider, supplier, vendor or other person doing business with or soliciting business from the County and/or the City relating to the Banks Project, unless the context otherwise requires.

All terms used in this Banks Workforce Policy statement which otherwise are not defined in this statement shall have the respective meanings assigned to them, if any, in the Executive Order and/or the DOL Regulations.

6.2 Required Contract Clauses.

(a) Pursuant to the DOL Regulations, the equal opportunity clause published at 41 CFR Part 60-1.4(b) (the “Equal Opportunity Clause”) is required to be included in, and to be made a part of, all nonexempt federally-assisted construction contracts and subcontracts. Each Contractor working on the publicly-funded portion of the Banks Project shall include the Equal Opportunity Clause in each of its contracts and subcontracts. The Equal Opportunity Clause shall be considered to be part of each contract and subcontract related to the

Banks Project required by the Executive Order or the DOL Regulations to include such a clause, whether or not such clause is physically incorporated in such contract. [41 CFR Part 60-4.3(a)]

(b) The Standard Federal Equal Employment Opportunity Construction Contract Specifications published at 41 CFR Part 60-4.3(a) (the “Specifications”) are required to be included in, and to be made a part of, all federal and federally-assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director of OFCCP (the “Director”) pursuant to 41 CFR Part 60-4.6 and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction federal contracts and subcontracts covered under the Executive Order. Each Contractor working on the publicly-funded portion of the Banks Project shall include the Specifications in each of its contracts and subcontracts as may be required under the Executive Order and/or the DOL Regulations. The Specifications shall be considered part of each contract and subcontract required by the DOL Regulations to include such a clause, whether or not such clause is physically incorporated in such contracts. [41 CFR Part 60-4.3(a)]

6.3 Affirmative Action Program. [41 CFR Part 60-1.40] Each nonconstruction Contractor awarded a contract by the County or the City related to the publicly-funded portion of the Banks Project, if the Contractor has 50 or more employees and a federally-assisted contract of \$50,000 or more, or has United States bills of lading which in any 12-month period total, or can reasonably be expected to total, \$50,000 or more, shall develop and maintain a written affirmative action program for each of its establishments. Each Contractor awarded a contract or subcontract related to the Banks Project shall require each of its nonconstruction subcontractors, if the nonconstruction subcontractor has 50 or more employees and a federally-assisted contract of \$50,000 or more, or has United States bills of lading which in any 12-month period total, or can reasonably be expected to total, \$50,000 or more, to develop and maintain a written affirmative action program for each of its establishments. An affirmative action program required by this section must comply with applicable DOL Regulations, must be developed within 120 days from the commencement of the awarded Banks Project related contract and must be updated annually. [41 CFR Part 60-1.40(a)] In order to comply with DOL Regulations, an affirmative action program must include the components specified in 41 CFR Parts 60-2.10(b) and 60-2.17, including placement goals for minorities and women. As part of its affirmative action program, a Contractor must conduct a workforce analysis of each job title, determine workforce availability of women and minorities for each job group, and conduct a utilization analysis to determine whether women or minority group persons are "underutilized" in any job group. Based on these analyses, the Contractor shall establish goals to overcome the underutilization of minorities and women and shall make a good faith effort to achieve those goals.

6.4 The Banks Project Workforce Participation Goals. [41 CFR Parts 60-4.3 and 60-4.6]

(a) Under the Executive Order and DOL Regulations, construction Contractors are not required to maintain a written affirmative action program, but must make *good faith efforts* to meet demographic goals related to geographic specific census data for minorities and a *nationwide* goal for women as determined by the Director or his designee. From time to time, the Director issues goals for minorities and women utilization based on appropriate workforce

demographic or other relevant data, which covers construction projects or construction contracts performed in specific geographical areas. The goals for minority and women participation in construction projects are expressed in percentage terms for the covered Contractor’s aggregate workforce in *each* construction trade on *all* construction sites. The current percentage goal for the utilization of women established by the Director is 6.9% of work hours and applies to all of a Contractor’s construction sites regardless of where the federal or federally-assisted contract is being performed. Minority utilization goals are formulated in terms of work hours performed in a specific Standard Metropolitan Statistical Area (“SMSA”) or Economic Area, and the specified goals apply to all of a Contractor’s work in the SMSA, both federally-assisted and private construction work. Therefore, the current goals for minorities and women participation in the workforce for the Banks Project as established by the Director are as follows:

	Goal for minority participation in each trade	Goal for women participation in each trade
For Hamilton County:	11.0%	6.9%
For City of Cincinnati:	11.0%	6.9%

It is the aim of the County and the City to achieve the workforce participation goals with respect to the Banks Project as set forth above. In addition, based upon current labor force information, the County and the City have established a combined goal for the participation of minorities and women in the workforce for the Banks Project of 22% (the “Workforce Participation Goals”).

The Developer for the Banks Project fully supports this Banks Project workforce policy (the “Banks Workforce Policy”) and the Workforce Participation Goals for the publicly-funded portion of the Banks Project and, with respect to the privately-funded portion, it is the goal of the Developer to achieve significant participation of minorities and women as measured in labor hours.

(b) In accordance with the Executive Order and the DOL Regulations, the Workforce Participation Goals apply to a covered Banks Project construction Contractor’s total construction workforce in the SMSA, even if some of the Contractor’s employees perform work under non-federal or nonfederally-assisted construction contracts or subcontracts and even though such work may occur in geographical areas where the Contractor does not currently work on federal or federally-assisted construction projects. The goals applicable to other construction work performed by a Contractor outside of the SMSA (which includes the County and the City) are the goals established by the Director for those geographic areas where such other construction work is being performed.

6.5 Good Faith Efforts. [41 CFR Part 60-4.3]

(a) In order to achieve the Workforce Participation Goals, construction Contractors working on the publicly-funded portion of the Banks Project are required to use their *good faith efforts* to increase the utilization of minorities and women in the skilled construction trades. Further, pursuant to the Executive Order and DOL Regulations, construction Contractors working on the publicly-funded portion of the Banks Project must take certain action to

demonstrate their *good faith efforts* to achieve the Workforce Participation Goals, including, but not limited to:

6.5.1 Maintaining a work environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work;

6.5.2 Establishing and maintaining current lists of minority and women recruitment sources; providing written notification to minority and women recruitment sources and to community organizations when the Contractor has employment opportunities available; and maintaining a record of the organizations' responses;

6.5.3 Maintaining current files containing the names, residence and e-mail addresses and telephone numbers of each minority or woman off-the-street applicant and minority or woman referral from a union, recruitment source or community organization and of what action was taken with respect to each such individual;

6.5.4 Developing on-the-job training opportunities and/or participating in training programs for the area which expressly include minorities and women, and providing notice of these training opportunities and job programs to recruitment sources, state employment offices and other referral sources compiled by the Contractor as required under DOL Regulations;

6.5.5 Disseminating the Contractor's equal employment opportunity policy to unions and training programs, requesting their cooperation and assistance in meeting equal employment opportunity obligations, and disseminating the Contractor's equal employment opportunity policy by including it in the Contractor's policy manual or collective bargaining agreement, by publicizing it in the Contractor's newspaper, annual report , etc. (if any), by specific review of the policy with all management personnel and with all minority and women employees at least once a year, and by posting the Contractor's equal employment opportunity policy on bulletin boards accessible to all employees at each location where the construction work is performed;

6.5.6 Disseminating the Contractor's equal employment opportunity policy in advertising and in the news media of general circulation (including minority and women news media);

6.5.7 Directing recruitment efforts, both oral and written, to minority, women and community organizations, to schools with minority and female students and to minority and women recruitment and training organizations serving the Contractor's recruitment area and employment needs;

6.5.8 Encouraging current minority and women employees to recruit other minorities and women; and

6.5.9 Documenting and maintaining records of all solicitations of offers for subcontracts from minority and women construction contractors and suppliers, including circulating solicitations to minority and women contractor associations and other business associations.

(b) Although Contractors are required to make *good faith efforts* to meet the Workforce Participation Goals, the goals are neither quotas, set-asides nor a device to achieve proportional representation or equal results. The Workforce Participation Goals are not intended to require a Contractor to hire a person who does not have the qualifications needed to perform the assigned job successfully, to hire an unqualified person in preference to another applicant who is qualified, or to hire a less qualified person in preference to a more qualified person. Rather the goals are used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent barriers to equal employment opportunities related to the Banks Project, and no sanctions will be imposed on a Contractor solely for failure to meet the Workforce Participation Goals.

(c) To promote and facilitate such employment, the County and the City, working together and through the Consultant (as hereinafter defined) and/or the Southwest Ohio Regional Workforce Investment Board (the “SWORWIB”), which is funded jointly by the County and the City, will:

6.5.10 Sponsor and hold pre-bid meetings to inform potential bidders of the Workforce Participation Goals and the availability of qualified minorities and women to work on the Banks Project;

6.5.11 Notify minorities and women of employment opportunities related to the Banks Project by placing notices of such opportunities in their respective government bulletins, on their respective websites and, as funding permits, in major local newspapers of general circulation, local trade and trade association publications, small business enterprise media and other periodicals;

6.5.12 Provide copies of notices of employment opportunities related to the Banks Project to local minority and women trade associations, local minority and women chambers of commerce, technical assistance agencies, employment agencies, community resource organizations and minority and women contractor associations;

6.5.13 Work with various community-based/workforce development programs that provide instruction and training opportunities for minorities and women interested in gaining experience in construction and related fields to establish a job readiness program for, and to increase the pool of minorities and women qualified to work on, the Banks Project;

6.5.14 Coordinate with local union and non-union pre-apprenticeship programs, career, and technical centers, universities, educational associations, and local community organizations who provide workforce development programs to identify minorities and women interested in pursuing careers or jobs in the construction industry; and

6.5.15 Implement pre-apprenticeship programs to develop the skill levels of minorities and women interested in pursuing jobs in the construction industry.

In addition, working together and through the SWORWIB, the County and the City will use their best efforts to develop and distribute to potential Contractors for the Banks Project through print and electronic means a current directory of qualified minority and women construction and other workers available for employment related to the Banks Project, categorized by types of experience and skills to facilitate identifying minorities and women with skills and capabilities relevant to particular job requirements. To the extent permissible by law, each listing will contain the name, residence and e-mail addresses, telephone number, and details concerning the job qualifications of each individual. The directory will be continuously updated and maintained electronically as well as in hard copy.

(d) The Workforce Participation Goals established herein are interim and designed to be reasonably attainable. The County and the City will review the Workforce Participation Goals at least annually and, if legally permissible and appropriate, based upon the relevant facts and circumstances, from time to time, the County and the City may modify or adjust the Workforce Participation Goals.

6.6 Monitoring the Banks Project Workforce Participation.

(a) The County and the City, working together and through the Consultant, will monitor and track the participation and employment of minorities and women as construction and other workers in connection with the Banks Project to determine if the Workforce Participation Goals are being met. In order to assist the County and the City in that effort, each Contractor awarded a contract for the Banks Project will be required to:

(i) submit to the awarding government entity (the County or the City, as appropriate) promptly after such award information regarding the number of full and part-time employees of the Contractor who will work on the Banks Project, identifying such employees who are minorities and women, including, but not limited to, a list of the name, residence and e-mail addresses, and telephone number of, and a brief general description of the work to be performed by, each such employee, information regarding whether the Contractor expects to hire additional employees to work on the Banks Project and, if so, a brief general description of the skills and capabilities requirements for each such additional employee; and

(ii) compile and deliver to the County and the City *monthly* reports regarding the employment, if any, of additional minorities and women to work on the Banks Project.

(b) A Contractor's non-compliance with the requirements of the Executive Order, the DOL Regulations, this Banks Workforce Policy or the Banks Workforce Program, as

such provisions are applicable with respect to the publicly-funded portion of the Project, may be considered a breach of contract and may result in the suspension or termination of the Contractor's contract related to the Banks Project or such other remedy as may be deemed appropriate by the County and/or the City.

6.7 Limitations. The provisions of this Banks Workforce Policy and the Banks Workforce Program shall not apply to a Contractor with a federally-assisted construction contract or subcontract valued at \$10,000 or less. [40 CFR 60-4.1]

7. Employee Readiness Program

7.1 Establishment. In order to accomplish the Workforce Participation Goals, the County and the City, working together and with the SWORWIB, will cause to be established an employee readiness program (the "ERP") to work in conjunction with various community-based workforce development programs to increase the construction skill levels of County and City residents and to help them reach the qualification levels needed to gain entry into union and open shop apprenticeship programs. Additional details regarding the role and make-up of the ERP are set forth in Schedule A attached. To facilitate this effort, the County and the City, working together and through the Consultant, will:

(a) Coordinate with various community-based workforce development programs that provide instruction and training opportunities for those interested in gaining experience in construction industry and related fields;

(b) Coordinate with local union and non-union pre-apprenticeship programs, career, and technical centers, universities, and educational associations and organizations to identify and engage those interested in pursuing careers in the construction industry and related fields; and

(c) Advertise and promote the availability of workforce project opportunities in a broad-based manner.

7.2 Employee Readiness Committee. The County and the City endorse the work and efforts of the SWORWIB and will encourage the SWORWIB to establish an employee readiness committee (the "ERC") to oversee implementation of the ERP. The purpose of the ERC will be to evaluate the effectiveness of the ERP and new and existing apprenticeship programs which are available to residents of the County and/or the City. The membership of the ERC should include an elected official, Contractors, union and non-union officials, a SWORWIB member, and apprenticeship representatives. The ERC should provide input and recommendations to the SWORWIB and, in turn, the SWORWIB should report quarterly to the County, the City and the Consultant about the progress and effectiveness of the ERP.

8. Inclusion Outreach Consultant

8.1 Engagement of Consultant. In order to facilitate the implementation and administration of this Banks Inclusion Policy, including the DBE Program, the SBE Program and the Banks Workforce Program, the County, the City and the Developer will hire an inclusion outreach consultant (the “Consultant”) to assist with the Banks Project. The Consultant will be responsible for conducting extensive outreach programs directed at DBEs, including minority and women-owned businesses, SBEs, and qualified minorities and women construction workers, during the preconstruction and construction phases of the Banks Project. The Consultant also will be responsible for tracking, monitoring and preparing monthly participation reports on the utilization of DBEs, including minority and women-owned businesses, SBEs and qualified minorities and women construction workers in connection with the Banks Project.

8.2 Other Duties of Consultant. The Consultant will work cooperatively with the Hamilton County Office of Small Business Development (the “Small Business Development Office”), and the City of Cincinnati Office of Contract Compliance (the “COCC”) in connection with the implementation and administration of this Banks Inclusion Policy. In addition, the Consultant will seek input and advice regarding effective outreach efforts as contemplated by this Banks Inclusion Policy from business leaders, DBEs, small business owners and representatives of trade associations and community organizations, including, but not limited to, the Greater Cincinnati & Northern Kentucky African American Chamber of Commerce, the Cincinnati USA Hispanic Chamber of Commerce, the Cincinnati USA Regional Chamber of Commerce, the Greater Cincinnati Building & Construction Trades Council, Allied Construction Industries (ACI), Ohio Valley Chapter of Associated Builders and Contractors, Inc., South Central Ohio Minority Business Council, Cincinnati Women In Construction, Cincinnati Business Incubator, the Cincinnati Minority Contractors Business Assistance Program, the Cincinnati-Hamilton County Community Action Agency, the Cincinnati Unit of the NAACP, the Hamilton County Department of Job and Family Services and the Cincinnati Workforce Development Center.

9. Socio-Economic Impact

9.1 Data Collection and Analysis. The County and the City anticipate that the Banks Project will have a significant and positive social and economic impact on the Greater Cincinnati and Hamilton County region. The County and the City also believe that it is important to measure such impact, particularly in the census tract areas within the SMSA that includes the County and the City (the “Hamilton County SMSA”) which have been deemed to be economically distressed. For that purpose, the County and the City will collect and analyze social and economic data to monitor and measure the regional impact of the Banks Project. To assist the County and the City and to facilitate such efforts, each Contractor for the Banks Project will be required to:

(a) prepare and submit to the awarding government entity (the County or the City, as appropriate) quarterly reports regarding:

(i) the use of first-tier subcontractors, suppliers and vendors in connection with the Banks Project during the period covered by the report, including, but not limited to, (i) the name and principal business address of each subcontractor, supplier and vendor and (ii) the dollar value of each Banks Project related subcontract and procurement awarded by the Contractor to the first-tier subcontractor, supplier or vendor during the covered period; and

(ii) the number of persons employed by the Contractor to work on the Banks Project (or to perform any work directly or indirectly related to the Banks Project) during the covered period who reside in the SMSA which includes Hamilton County, together with the aggregate amount of salaries and gross wages paid to such persons, based upon each zip code included in such geographic area.

Each Banks Project related subcontract between a Contractor and a first-tier subcontractor, supplier or vendor shall require the subcontractor, supplier or vendor to prepare and submit to the government entity that awarded the prime contract or procurement to the Contractor (the County or the City, as appropriate) quarterly reports containing information as described or otherwise required pursuant to this provision with respect to the subcontractor's first-tier subcontractor supplier or vendor contract, procurement and/or employment activities related to such awarded subcontract or procurement.

9.2 Limitations. The provisions of Section 9.01 shall not apply to individual Banks Project related contracts, subcontracts and/or procurements valued at \$10,000 or less, unless or until the aggregate value of a series of such contracts, subcontracts and/or procurements awarded to the same Contractor, subcontractor, supplier or vendor exceeds \$10,000. The information described under Section 9.01(a)(ii) shall not be required for a supplier or vendor that does not have any office, supply warehouse or distribution facility located within [50] miles of the County.

10. Rules and Guidelines

10.1 Authorization. The Small Business Development Office and the COCC are authorized to jointly prepare and issue rules and guidelines for the implementation and administration of this Banks Inclusion Policy consistent with the purposes and intent of such policy as set forth herein. Nothing set forth herein or in such rules and guidelines should be interpreted or applied in any manner that would be in violation of existing applicable state or federal law. [Accordingly, the Banks Project Small Business Enterprise Program Rules and Guidelines dated _____, 2007 have been developed by the Small Business Development Office and the COCC and specifically apply to this Banks Inclusion Policy.]

SCHEDULE A

Employee Readiness Program

[TO BE ATTACHED]

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Hilltop Lot (ITB#020-25) BP#1 Demolition

FORM 2004
SUBCONTRACTOR APPROVAL REQUEST
Statement of Intent to Utilize Firms

Bid or Proposal Reference Number: _____

This form must be completed for each subcontractor, subconsultant and/or supplier, and submitted **to the Construction Manager after bid opening, but before contract award and before work begins**. Information recorded herein will be incorporated in the Contractor's contract. All subcontractors and/or suppliers must be approved prior to starting work on the project.

Contractor Name	Type of Inclusion Program (circle one): SBE DBE	Contract Amount \$
Contractor Representative	Title	Telephone Number
Contractor Address	City/State	Zip Code
Federal Tax ID #	E-mail Address	

SUBCONTRACTOR

Subcontractor Name	Address	City/State/Zip Code
Subcontractor Representative	Title	Telephone Number
Federal Tax ID #	E-mail Address	

Is Subcontractor a SBE certified by the City of Cincinnati Office of Contract Compliance? YES or NO
OR
Is Subcontractor a DBE certified through the Ohio DBE Unified Certification Program? YES or NO

ITEM NUMBER	DESCRIPTION OF WORK AND/OR SUPPLIES	SUBCONTRACTOR'S CONTRACT AMOUNT \$	% OF TOTAL CONTRACT PRICE	ESTIMATED START DATE	COMPLETION DATE
Total Value of Work					

SIGNATURES

Subcontractor Representative	Date
Contractor Representative	Date
City of Cincinnati Contract Compliance Officer	Date
Hamilton County Compliance Officer	Date

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THE BANKS PROJECT
SBE/MBE/WBE SUBCONTRACTOR SUBSTITUTION REQUEST
Bid Reference No. _____

THIS FORM MUST BE COMPLETED AND APPROVED BY THE BANKS REVIEW COMMITTEE PRIOR TO TERMINATING A CONTRACT WITH A SMALL BUSINESS ENTERPRISE (SBE) OR DISADVANTAGED BUSINESS ENTERPRISE (DBE) AFTER THE BIDS OR PROPOSALS HAVE BEEN SUBMITTED OR CONTRACT HAS BEEN AWARDED. **CONTRACTOR MUST PROVIDE A WRITTEN EXPLANATION FOR THE SUBSTITUTION REQUEST.** INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE Awardees' CONTRACT.

Company Name: _____ Project Name: _____

Address: _____ Date Submitted: _____

_____ will be substituted for _____ to perform work on
(Name of Subcontractor/Supplier) (Name of Subcontractor/Supplier)

Or supply goods for the above described contract.

_____ will enter into a formal agreement for the work upon approval by the Owner and agrees with
(Subcontractor/Supplier)

New Subcontractor/Supplier EIN#: _____ Circle Type of Business: SBE DBE MBE WBE NONE

Must attach a copy of the reason for SBE substitution for review prior to any contractor performing work on this portion of the project.

ITEM NUMBER	DESCRIPTION OF WORK	SUBCONTRACT/P.O. PRICE	% OF TOTAL CONTRACT PRICE	START DATE	COMPLETION DATE
	<u>Total Value of Work</u>				

Prime/General Contractor:

Signature of Company Representative _____

Title: _____ Date: _____ EIN#: _____

Subcontractor/Supplier Replaced: I relinquish my quote for the above contract.

Signature of Company Representative _____

Title: _____ Date: _____ EIN#: _____

Request : Approved _____ Denied _____

_____ Date _____

Authorized Committee Representative Signature

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Hilltop Lot (ITB#020-25) BP#1
Subcontractor Monthly Business Utilization Report

Contractor Name:	Approved Contract Value \$:	Trade Contract #:	Bid or Proposal #:	Type of Inclusion Program: SBE or DBE	
Date Submitted:	Reporting Period: From	To	Contractor Pay Application #:		
Contact Person:	Business Type: (Circle all that apply)			SBE	MBE
Contractor Address:	Federal Tax ID Number:			WBE	NONE
Contractor City/State/Zip Code:				County:	
Telephone Number:	Email:				
Trade Contract Description:					

Subcontractor Reporting							
List All Subcontractors/Suppliers (Name of Subcontractor/Supplier; Name of Contact Person, Street Address, Zip, Phone #, Email)	Business Type (SBE/ MBE/WBE/ NONE) Indicate All That Apply	Federal Tax ID #	Description of Work/Supplies	Original Subcontract Amount	Total Authorized Change Order Amount To Date	Total Subcontract Amount	***\$ Amount to be paid for this reporting period
							Pay App #, Invoice or P.O. # (Include "F" if final payment)

*** Column should reflect information entered on form AIA Document G703 column E

The undersigned certifies that the information recorded above is correct, and that each of the representations set forth above is true. The undersigned further acknowledges that any misrepresentation hereon may result in termination of contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Authorized Contractor Representative: _____ Signature _____ Title _____ Date _____

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

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Hilltop Lot ITB#020-25 Demolition Monthly Workforce Tracking Form																					
Contractor Name:		Contract Value:				Trade Contract #:		Pay Application #:													
Date Submitted:		Business Type: (Circle all that apply)				SBE		*BSBE		MBE		WBE		DBE		NONE					
Contact Person:		Reporting Dates:				From:		To:													
Address:		Federal Tax ID Number:																			
City/State/Zip Code:		County:																			
Telephone Number:		Email:																			
Trade Contract Description:		Circle Appropriate Box:				Contractor		Subcontractor													
The Banks Monthly Workforce																					
Job Categories Trade Employees		Total Employee Hours Worked				Total Minority (Hours)				Caucasian (Hours)		African American (Hours)		Asian American (Hours)		Hispanic American (Hours)		Native American (Hours)			
		Total Hours	Total Male Hours	Total Female Hours	Total % Male	Total % Female	Minority Male Hours	Minority Female Hours	Total % Male Minority	Total % Female Minority	Caucasian Male Hours	Caucasian Female Hours	African American Male Hours	African American Female Hours	Asian American Male Hours	Asian American Female Hours	Hispanic American Male Hours	Hispanic American Female Hours	Native American Male Hours	Native American Female Hours	
Job Categories Trade Employees		0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
FOREPERSON		0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
EQUIPMENT OPERATORS		0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
MECHANICS		0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
TRUCK DRIVERS		0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
IRONWORKERS		0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
CARPENTERS		0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
CEMENT MASONS (and CONCRETE FINISHERS)		0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
ELECTRICIANS		0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
PIPEFITTERS/PLUMBERS		0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
PAINTERS		0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
LABORERS-SEMI SKILLED		0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
LABORERS-UNSKILLED		0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
TOTAL		0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
Authorized Contractor Representative Signature:		Title:				Date:															

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Hilltop Lot ITB#020-25 Demolition
Monthly Subcontractor Utilization Report

Contractor Name:		Type of Inclusion Program:		SBE	or DBE
Date Submitted:		Contractor Pay Application #:			
Contact Person:		Reporting Period From:		To:	
Contractor Address:		Business Type: (Circle all that apply)		*Banks SBE	MBE WBE **DBE None
Contractor City/State/Zip Code:		County:			
Telephone Number:		Federal Tax ID:			
Trade Contract Description:		Email Address:			

Employee Information Form

[illegible]

*The Banks SBE - An SBE certified by the City of Cincinnati Economic Inclusion

***Column should reflect the information entered on form AIA Document G703 column E

****The Banks DBE - A DBE certified through the Ohio DBE Unified Certification Program**

The undersigned certifies that the information recorded above is correct, and that each of the representations set forth above is true. The undersigned further acknowledges that any misrepresentation herein may result in termination of contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Authorized Contractor Representative:

Signature

Title

Date _____

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Hilltop Lot ITB#020-25 Demolition Number of Employees Report									
Contractor Name:	Contract Value \$:		From:		To:				
Date Submitted:	Reporting Dates:								
Contact Person:	Pay Application #:								
Address:	County:								
City/State/Zip Code:	Business Type:								
Telephone Number:	Federal Tax ID:								
Trade Contract Description:	Contact Email:								

Number of Employees																
	Total Number of Employees	Caucasian Men		Women		Minority		Caucasian		African American		Asian American		Hispanic American		Native American
Joint Policy Questions		Total Number of Caucasian Men	Percentage of Total Employees	Total Number of Women	Percentage of Total Employees	Total Number of Minority Men and/or Women	Percentage of Total Employees	Male	Female	Male	Female	Male	Female	Male	Female	Male
Total number of employees working on this Banks contract?	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0
Total number of full-time employees working on Banks contract [6.6 (a) (1)]	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0
Total number of part-time employees working on Banks contract [6.6 (a) (1)]	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0
Total number of employees working on Banks contractor (who perform work directly or indirectly) who lives in the Cincinnati Middletown MSA [9.1 (a) (ii)]	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0
Total number of all employees working within this MSA (All employees in company)	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0

****Note minority female workers count in both the women and minority columns but only once in the total number of employees column.**

Do you expect to hire additional employees to work on The Banks Project?

YES

NO

If so, please provide a general description of the skills and capability requirements for each additional employee

Authorized Contractor Representative:

Signature

Title

Date

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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

Hilltop Lot (ITB #025-25)
BP #2– Site Work
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THP #25041.00

Not used.

PART 2 EXECUTION

Not used.

END OF SECTION

SECTION 011100
SUMMARY OF WORK

PART 1 GENERAL

1.01 GENERAL PROVISIONS OF BID PACKAGE #2 TRADE CONTRACTS

- A.** The following summary is a description of work for all Contract Descriptions for Hilltop Site Work. Work related to the Project is as indicated on the Drawings and Specifications as prepared by THP Limited, Inc. This section describes and assigns work to each Contract as designated by the Construction Manager. Each Contractor shall cooperate and coordinate with all other Contractors for proper and expedient completion of the work in this Project. Each Contract Description identifies the major portions of Scope of Work to be performed by the Bidder in specific Contract Descriptions. This summary should in no way be construed as being all-inclusive. It is issued as a guide to aid in the assignment of work. Refer to the Drawings and Specifications for a detailed accounting of any work not explicitly specified or noted. Each Trade Contract Description lists specification sections included, in whole or in part, in that Contract Description. All work activities not explicitly specified or noted, but required to complete the work included in a Contract Description are a part of the work scope.

PART 2 TRADE CONTRACT DESCRIPTIONS

2.1 SECTION INCLUDES:

1. List of Trade Contracts
2. General Provisions of Bid Package #2 Trade Contracts
3. Contract Descriptions

2.2 LIST OF TRADE CONTRACTS

1. List of Bid Package #2 Trade Contracts:

TC-02 Site Work

2. General Provisions of Bid Package #2 Trade Contracts

- A. Each Contractor shall be responsible for the proper protection of adjacent structures and public rights of way.
- B. Prospective bidders are reminded that all of the contracts described herein contain specific Joint Policy for Small Business Enterprise, Economic Inclusion and Workforce Development for the Banks Project requirements.
- C. Each Trade Contractor shall comply with the Responsible Bidder Requirements specified in section 001000 and herein.
- D. All work is to comply with the rules and regulations of governing authorities having jurisdiction. Work shall be performed by skilled tradesmen having experience in performing the work.
- E. Storage of all materials is limited and must be approved by the Construction Manager. Offsite storage of material may be required. All costs associated with material delivery in small quantities, relocation of materials that impede work progress, and off site material storage must be included in the bid.
- F. A 48-HOUR NOTICE MUST BE GIVEN FOR DELIVERIES. IF NOTICE WAS NOT GIVEN DELIVERIES MAY BE TURNED AWAY. ALL COST ASSOCIATED WITH THIS ACTION WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL DELIVERIES MUST BE COORDINATED & APPROVED BY THE CONSTRUCTION MANAGER. NO PARKING BY EMPLOYEES OR DELIVERY VEHICLES IS PERMITTED ON SITE. STORAGE, TOOL OR OFFICE TRAILERS WILL NOT BE PERMITTED ON SITE WITHOUT THE PRIOR APPROVAL OF, AND IN COORDINATION WITH, THE CONSTRUCTION MANAGER.
- G. Each Contractor is responsible to review the site and be familiar with all existing conditions within and around the building including local conditions and requirements. The impact of the site conditions on the cost of performing the work shall be included in the bid. Contractors shall notify the Construction Manager in writing of any discrepancies or conditions detrimental to proper performance of the Work.
- I. Each Contractor to provide to all other trades information and materials, shop drawings, diagrams, templates, and embedments necessary for the coordination of the Work. It is each Contractor's responsibility to field verify and coordinate all interface with other trades.

- J. Where new work connects with existing, do all necessary cutting and patching required to make a satisfactory connection with the work to be performed under the Contract Documents so as to leave the entire work in a finished and workmanlike condition. This requirement shall include all required work where new items connect, fit, or otherwise interface with existing surfaces. Provide all labor and materials to this end, whether or not shown or specified. Verify and match existing conditions. This shall include full block replacement to nearest construction expansion joint of any concrete pavement removed or damaged.
- K. Each Contractor shall at all times maintain a clean and safe passage to all areas of the site, and for the public around the site.
- L. Each Contractor shall field verify all dimensions, materials and conditions of the existing site.
- M. Initial benchmarks and control lines will be provided by the Construction Manager. Each Contractor is responsible for all detailed layout and grade from the indicated benchmark and control points.
- N. Each Contractor is to coordinate all work with the work of other trades for proper function and sequence to avoid construction delays or additional cost.
- O. Each Contractor is responsible for daily cleanup and disposal of all debris associated with its work activities. This shall include removal of debris from public property and/or roadways caused by work on site or carried outside of the site by vehicles employed by the Contractor. Street cleaning of this debris is expected by each Contractor, as necessary. Debris not removed by the Contractors will be discarded at the delinquent Contractor's expense. All areas of work are to be broom cleaned at the end of each work day. In addition to daily cleanup each Trade Contractor to provide 1 person for every 4 Trade Contractor employee and their subs to a once a week jobsite general cleanup activity. Each Trade Contractor to provide its worker with all the necessary tools and equipment to do cleanup. There will be no tools or equipment provided by the Construction Management organization. Coordination of the weekly cleanup will be the responsibility of the General Trades Contractor. Designated eating areas will be identified by the Construction Manager. These areas will be the only place for workers to eat and drink. Workers found violating this policy maybe directed to leave the jobsite.
- P. Each Contractor shall be restricted to working hours of **7:00am to 4:00pm** unless alternate arrangements are approved by the Construction Manager. This does not alleviate the Trade Contractor's responsibility to work overtime as required to maintain the schedule.

- Q. Signs of any type are prohibited, except as specifically assigned by the Contract Documents.
- R. Each Contractor shall be responsible for the protection of its own materials, tools, equipment, and finish work until substantial completion is granted. Damage to or theft of any materials, tools or equipment prior to substantial completion will be repaired or replaced at the Contractor's expense.
- S. Each Contractor shall provide all temporary heat, utilities and protection required for the completion of all work as scheduled, except where specifically provided by others in the Contract Documents.
- T. Each Contractor shall have their superintendent attend all weekly Trade Contractor Meetings (time & location to be scheduled by Construction Manager).
- U. Each Contractor shall secure all permits required by governing authorities for the completion of its own work scope. This includes all Plumbing, HVAC, Traffic or permit that are issued by the City's Department of Transportation and Engineering, street barricade and other special permits. No Permits will be secured by the Construction Manager.
- V. Each Contractor shall submit daily reports and the weekly work plan twenty-four (24) hours before the weekly Trade Contractor meetings. Failure to submit these items each week for the prior week's work will result in rejection of this Contractor's pay request.
- W. Testing shall be performed in accordance with the Contract Documents. Where Owner and Contractor testing are specified, the Contractor shall provide complete testing. The Owner may provide additional testing at its discretion.
- X. Each Contractor is responsible for the complete review of, and coordination with, the Trade Contract Descriptions for other Contractors. Where overlap occurs, include the cost of such work in your bid, and the Construction Manager will decide which Contractor will perform this work. Appropriate credit will be deducted from the other Contractor's Contract.
- Y. Each Contractor must provide a full-time superintendent on site throughout the duration of their work on site. This superintendent shall be authorized to make all decisions relative to the work on site, and shall be the primary contact for all correspondence. Part time or token representatives who are not so authorized will not be permitted. Failure to comply with this requirement will result in rejection of this Contractor's pay request. Any change of superintendent shall be pre-approved by the Construction Manager.

- Z. Time is of essence on this project. Each Trade Contractor shall phase, construct and complete their work within the requirements included in Specification Section 013216 and the subsequent development of and updating of the Paycor Stadium Club Level Seat Replacement Schedule by the Construction Manager.
- AA. Each Contractor shall complete the Resource Utilization and Inclusion Tracking Forms that are included in the Specifications or will be provided following award. The forms shall be completed on a monthly basis and submitted with the monthly pay request. Completed resource utilization forms must be submitted with the pay request in order for the pay request to be processed.
- AB. Each Contractor will be required to attend several phasing meetings pertaining to Lean Construction. Contractor shall have the appropriate personnel (more than one) attend the reverse phase scheduling meeting. Each Trade Contractor shall participate in the implementation of the Lean Construction process throughout the duration of the Project.
- AC. Safety hard hats, safety eye protection, High Vis, and Gloves shall be worn by all employees on this job site. This includes all of this Contractor's Subcontractors and Suppliers.
- AD. This Contractor shall comply with all requirements of the Williams-Stiger Occupational Safety and Health Act of 1970 and subsequent amendments thereto. This Contractor shall furnish to the Construction Manager a copy of its Safety Program, including a copy of its Hazardous Material Program, prior to the commencement of work on site. No payment will be made until these documents are received.
- AE. Any barricade or safety device removed by this Contractor's employees shall be immediately re-erected by Contractor. Upon failure to do so, the Construction Manager may direct the re-erection of it and the cost will be paid by the Contractor.
- AF. All shop drawings and submittals must be submitted within one week from Notice to proceed, unless otherwise specified. No pay request will be processed until all required submittals have been received.
- AG. Each Contractor shall provide personnel for traffic control and traffic coordination during all deliveries of material and equipment required in their scope of work. The Contractor shall coordinate all such activities with the Construction Manager and the City of Cincinnati, Department of Transportation and Engineering.
- AH. All portions of existing site and all utilities not part of the Work which are

damaged, moved or altered in any way during construction shall be replaced or repaired to the County's satisfaction at the Contractors expense.

- AI. Each Trade Contractor shall include in their Schedule of Values (G702) a line item for their Small Business Enterprise spending. Each SBE should be shown separately.
- AJ. Each Contractor shall attend the pre-award conference. This conference will be scheduled by the Construction Manager. All trade contractors shall be notified in writing of the date the conference will be held.
- AK. Each Contractor shall update their record / as-built drawings on a monthly basis, the updated as-built shall be submitted to the Construction Manager by the 20th of the month. If the Contractors as-builts are not updated and submitted, the Contractors pay request for that month will not be processed.
- AL. Each Trade Contractor shall make good faith efforts to meet and/or exceed the project workforce participation goals as outlined in Section 008260 page 15.
- AN. To facilitate the punch list process, each Trade Contractor must complete its punch list items within 3 business days (excluding weekends) of receipt (via fax, email, or distribution to the site leader) of each punch list item. Failure to complete the punch list will result in a back charge for the total cost, to have others complete the work as designated by the Construction Manager.
- AO. Trade Contractor to identify recycle and waste management opportunities when assessing their scope of work. These items will be reviewed at the pre-award meeting.
- AP. The flow of traffic on City streets and public walkways must be maintained at all times. It shall be this Trade Contractor's responsibility to obtain all permits and provide all labor and material that are necessary for street and sidewalk lane closures. All work involved that impacts existing streets and/or sidewalks or impedes public access in any way shall be coordinated through the Construction Manager **prior to the date of the work.**

AQ. The Construction Manager will be utilizing a web-based information management system to facilitate communications among project partners including but not limited to Owners, Architects, Engineers, Construction Manager, and Trade Contractors. The system being utilized is Autodesk document management software. All trade contractors must have an e-mail address and access to the internet. Autodesk will be utilized for the following functions:

- Project Contact Directory- this will be maintained by the Construction Manager
- Requests for Information Management
- Meeting Minutes Distribution
- Posting of Official Notices and/or Communications
- Submittal Management
- Contract Document Management
 - Contract Drawings in PDF
 - Site Photographs
- Punchlist Management
- Field Work Order Management

The Construction Manager will issue user names and passwords to each Trade Contractor and will provide training and technical assistants to the user groups. Use of this system is mandatory. There will be no costs passed on to the users for access to the system or license fees. Users will be responsible for the costs associated with access to the internet.

AR. All Contractors shall use platform type ladders where ladders are necessary on this project. Other ladder types will not be allowed on site.

3. **A. CONTRACT DESCRIPTION TC-02: Site Work**
4.

The Scope of Work in this Contract TC-02 includes all labor, material, tools, equipment, services, and supervision necessary to complete all work specified herein, in accordance with the Contract Documents, as described below to a complete functional safe and operating state.

Included is the Work as indicated in this Contract Description TC-02 the Drawings, the General Conditions and Division 1 of the General Requirements. This scope of work includes, but is not necessarily limited to, the following Specification Sections:

Bidding Requirements, Contract Forms and Conditions of the Contract

The following items represent specific inclusions in this Contract TC-02: Site Work. They are provided as a guide to aid in the assignment of work and in no way should be construed as being all-inclusive.

This Contract shall include:

1. All work in this trade category is to be performed in accordance with the Specifications.
2. General Building Permit is provided by the Construction Manager. Any other required permits or licenses are the responsibility of this Trade Contractor for this work scope.
3. Contractor performing work must have all licenses and certifications as required by the specifications and/or authorities having jurisdiction.
4. This Trade Contractor shall be responsible for dust control as required for this work scope.
5. Traffic control, if required for this work scope, is the responsibility of this Trade Contractor. All Parties having Jurisdiction permits to be included.
6. This contractor is responsible for clean-up of all dunnage, debris, ,etc from deliveries and hauling off-site within a timely manner.
7. All hoisting associated with this Trade Contract is to be included in this work scope.
8. Reference Section 017419 for removal of all debris.
9. Temporary protection such as railing systems, fencing, and other hard barriers to be installed and maintained by TC-01 as required to provide a safe working environment during and after demolition scope. Any additional railings or barriers required as a result of TC-02 scope; to be by TC-02. Danger tape is not permitted on Messer sites. Cones and Bones, Plastic Chain, and flagging are acceptable alternatives

unless located at a leading edge.

10. Include SWPP for entire site. TC-01 to install and maintain until TC-02 contractor mobilizes on site. TC-02 to then take over for remaining duration of the project. Permit and coordination to be included in this package.
11. Include locating Existing Utilities prior to digging, trenching, demo, excavation, or any other form of ground penetration.
12. Include removing existing water wall system to separate Existing Practice field area from construction area. Water wall is on site and owned by Hamilton County. Location to be reviewed in the prebid site walk. TC-01 will be responsible for installing and TC-02 will be responsible for removing and restacking on site. Barriers to be installed to separate the Practice facility from the site. Barriers will be installed without fencing and spaced every 6'.
13. Include dumpsters for TC-02 scope of work.
14. Include full site restoration as shown in the documents. Including but not limited to Reclaimed asphalt placement, Striping, fencing, gates, walk ways, site lighting, etc.
15. Selective demo to be included as shown in the documents. Site abatement of asbestos to be included in TC-01. Reference provided Asbestos survey for locations. Quantity to be removed to be TC-01 responsibility.
16. Demo of existing Electric feeds, conduit, poles, equipment etc to be included as required for new site lighting.
17. Existing Office building to remain. Abatement of the office building to be included in TC-01 as shown in Asbestos survey.
18. Relocation of existing deadmen and other concrete blocks on site to be included. Refer to documents for identification and location. TC-01 will stock pile salvaged deadmen on site for use by TC-02 as needed.
19. Include additional grading as shown to allow for smooth transitions, etc. Extents to be shown in docs.
20. Include Utilities rework as shown and required. This includes existing lighting, power circuits, Gas, Water, storm, sanitary etc as required. Systems must be left in a safe manner and not affect up/down stream utilities. Reference drawings for extent.
21. Include restoration of existing office building. Including selective demo of existing elements, ceilings, lighting, shelving, lockers, etc.
22. Include full detailed cleaning of the office building including power washing inside. Protect existing elements to remain as needed.
23. Include Doors, frames, windows, paint, electric, and other interior finishes as shown.
24. Include removal of plywood covers and installation of protective mesh over windows.
25. Include servicing of the existing HVAC system. Repairs outside of normal servicing to be covered by Allowance.
26. Include site walk ways, paths, etc as shown around the perimeter. This includes all required substrates of Reclaimed asphalt, gravel,

- concrete, etc as shown.
27. Provide concrete slabs, curbs, and sidewalks as shown through out the site. Appropriate subgrade to be included.
 28. Include full coordination with CSX, Duke Energy, Cincinnati Water Works, and other Local Jurisdictions.
 29. Coordination with Duke and CWW to be included for reenergizing service to the site.
 30. Include final cleaning of the site. This includes bobcat sweeping hard surfaces to remove rocks, pebbles, sand, etc. This includes removal of all debris, material, and dirt left behind from this contractor.
 31. Include Spot Demo/patching of 1500 sqft of City Roadway located on Smith St. and Water St. Locations to be directed by CM. Review site for existing conditions.
 32. Include striping of lots as shown. This includes all areas shown on the drawings including around the Bubble. Surface prep of hard surfaces to be included prior to striping. Include striping Reclaimed asphalt areas. Include surveying and layout as required for accurate marking.
 33. Include removing underbrush, trash, debris, etc from the top 15' of riverbank. Trees, roots, etc to be left in place to prevent erosion. Limits to be from the indoor practice facility to the East end of Lot E. Locations to be reviewed in the Pre Bid Walk through.
 34. Include regrading and seeding the perimeter of the site.

End of Section

SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Unit-cost allowances.
 - 3. Quantity allowances.
 - 4. Contingency allowances.
 - 5. Testing and inspecting allowances.
- C. Related Requirements:
 - 1. Section 01 22 00 – Unit Prices for procedures for using unit prices.

1.2 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Subcontract, advise Contractor of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.3 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.4 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Subcontractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include material, sales and/or use tax, labor (and/or erection), overhead, tools, equipment, delivery to project site, unloading and warehousing if necessary.
- B. This type of allowance shall be adjusted by the difference of the allowed amount vs. actual expenditures performed on a T&M basis, usually with pre-agreed to unit rates.
- C. Example: A bid category for masonry may include a Lump Sum Allowance of \$5,000 for temporary heating. The bidder shall include this \$5,000 allowance in its Base Bid and document actual expenditures to the Contractor. The bidder's contract amount will then be adjusted based on actual usage.
- D. Allowance usage Change Orders shall not include mark ups when being utilized.

1.7 MATERIAL ALLOWANCES

- A. The allowance itself shall include the cost of purchasing the specified materials only, including sales and use tax if applicable. The cost of labor (and/or erection), overhead, profit, tools, equipment, delivery, unloading, warehousing, etc. shall be included in the Base Bid and shall NOT be included in the stated allowance.
- B. This type of allowance shall be adjusted by the difference of the allowed material purchase price and the actual purchase price, either additive or deductive, with no consideration given for either increased or decreased OH&P.
- C. Example: A bid category for carpet may include a Material Allowance of \$15.00/sy to purchase carpet. The cost for installation, tools, equipment, delivery, unloading, warehousing, overhead, profit, etc. shall be included in the Base Bid and are not part of the allowance.
- D. Subcontractor shall submit proposals to Contractor for materials selections by the Architect. After selection, subcontractor shall following normal submittal procedures.
- E. Subcontractor shall note if Contract Time will be affected with any material selection.
- F. Invoices shall be submitted to the Contractor to verify actual purchase amounts and quantities.

1.8 QUANTITY ALLOWANCES

- A. The allowance itself is to adjust quantity only. All costs such as material, sales tax, labor (and/or erection), overhead, profit, tools, equipment, delivery, unloading, warehousing, etc. shall be included in the Base Bid.
- B. This type of allowance shall be adjusted by the difference in the allowed quantity vs. the actual quantity times a unit price, which includes all material, labor, equipment, OH&P, etc.
- C. Example: A bid category for steel may include a Quantity Allowance of 5 tons of misc. steel that may not be designed at the time of bidding. The bidder shall include the cost of furnishing, fabricating and installing (erecting) this 5 tons of misc. steel in the Base Bid and a unit price to adjust the bidder's contract amount if the actual quantity is different from the allowed amount.
- D. Sufficient documentation to substantiate the quantity difference shall be submitted to the Contractor.

1.9 UNUSED MATERIALS

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

PART 2 - SCHEDULE OF ALLOWANCES

2.1 TC-02 - \$100,000.00

END OF SECTION 01 21 00

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SECTION 01 22 00 - UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.

1.2 DEFINITIONS

- A. Unit price is an amount proposed by Bidder, applicable during the duration of the Work, as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- C. Unit prices shall apply whether the Work described is performed by the Subcontractor or by a lower-tier subcontractor.

1.3 PROCEDURES

- A. The Contractor reserves the right, prior to an award of Subcontract, to evaluate the Unit Prices submitted and seek adjustment and/or reject any Unit Price that is determined by the Contractor to be unreasonable.
- B. The Subcontractor shall keep a daily log of actual quantities of specified work unit encountered, consumed or expended and submit copies of such logs to the Contractor weekly.
- C. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

PART 2 - SCHEDULE OF UNIT PRICES

- 2.1 Unit Price No. 1 – Price per SQFT of addition Site Concrete slabs, sidewalks, and or paving. Price to include prep, forming, subbase gravel, and 4” of broom finished concrete.

Unit Price No. 2 – Price per Ton of additional Reclaimed Asphalt (RAP) placement. Material and labor to be included.

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Unit Price No. 3 – Price per Ton of additional gravel installation. Material and labor to be included.

Unit Price No. 4 – Price per SQFT of additional concrete slab demo and removal. 8” thick slab to be assumed.

END OF SECTION 01 22 00

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
- B. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
- C. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.
- D. Work not specifically identified or reasonably inferable as being part of an Alternate shall be considered as being in the base scope of the project.
- E. Unless otherwise indicated, each Alternate shall be considered to include all costs necessitated by its acceptance, including, but not limited to labor, material, delivery, storage, handling, supervision, tools, equipment, taxes, compliance with Division 1 General Requirements, and construction facilities and administration associated with the Alternate.
- F. The Subcontractor shall fully investigate each proposed Alternate and understand each Alternate's effect on the overall Work. Work which, by virtue of acceptance of the Alternate, will be necessary in order to provide a complete and proper installation shall be considered as being part of that Alternate, whether indicated or not. Likewise, work, which is made unnecessary by acceptance of the Alternate, shall be considered as being deducted from the base Work, even if not specifically indicated as such.

1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

- B. Notification: Immediately following award of the Subcontract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Subcontract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - SCHEDULE OF ALTERNATES

2.1 Alternate No 1 – NA

END OF SECTION 01 23 00

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 the product to be provided.

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. 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.
- C. 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

- A. Any bidder desiring to use a material, product, equipment, or type of construction not named in Contract Documents shall comply with Section 001000.2 - Instructions to Bidders Article 3.3 SUBSTITUTIONS.
- B. Substitution requests submitted to Construction Manager 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 Construction Manager as described in Section 001000.2 - Instructions to Bidders Article 3.3 SUBSTITUTIONS.

1.5 DELAYS

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

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 013100

PROJECT COORDINATION

PART 1 GENERAL

1.1 SUMMARY

- A. Administrative and supervisory requirements necessary for coordination of Work on the Project include, but are not limited to:
 - 1. Contractor responsibilities.
 - 2. Subcontractor responsibilities.
 - 3. Mutual responsibilities.
 - 4. Review of Contract Documents and existing job conditions.
 - 5. Supervision and construction procedures.
 - 6. Labor and materials.

1.2 CONTRACTOR RESPONSIBILITIES

- A. Schedule and coordinate the Work in conformance with the starting and sequencing times, and the Total Contract Time defined in the Construction Documents.
- B. Before starting work at the Project Site, and before purchasing or fabricating materials that are affected by field conditions, inspect the conditions affecting the Work and take all necessary field measurements.
- C. Before fabricating materials or products, examine the Construction Documents for adjacent and related work.
- D. Notify the Construction Manager in writing of work conditions shown or specified that are unsatisfactory for the proper installation and subsequent performance of the Work; or that are not in accordance with the product manufacturer's or fabricator's specifications, requirements, or recommendations. Do not proceed with the Work until conditions are correct.

1.3 SUBCONTRACTOR RESPONSIBILITIES

- A. Before starting work at the Project Site, and before purchasing or fabricating materials that are affected by field conditions, inspect the conditions affecting the Work and take all necessary field measurements.

- B. Before fabricating materials or products, examine the Construction Documents for adjacent and related work.
- C. Notify the Contractor in writing of work conditions shown or specified that are unsatisfactory for the proper installation and subsequent performance of the Work; or that are not in accordance with the product manufacturer's or fabricator's specifications, requirements, or recommendations. Do not proceed with the Work until conditions are correct.
- D. Abide by the Project Schedule and coordination requests made by the Contractor.

1.4 MUTUAL RESPONSIBILITIES

- A. Supply other Contractors with necessary dimensions and shop drawings where required for the coordination of the Work. Additional cost caused to a Contractor or to the Owner due to ill-timed or defective work or the failure to perform work is the responsibility of the Contractor that caused the additional cost.
- B. Move stored materials that interfere with the operation of the Owner or other Contractors.
- C. Coordinate and cooperate with other Contractors to achieve intended execution of each Section where Work of one Specification Section affects Work of other Sections. Do not install successive Work until conditions are inspected and found satisfactory for successive Work. Installation of successive Work is *prima-facie* evidence that the Contractor for successive work accepts the installation conditions. Performance of successive Work is the responsibility of Contractor that performs the successive work.
- D. Comply with safety codes and regulations applicable to the performance of the Contract. Owner, Architect, and Construction Manager are not liable for observing, checking, instructing, and giving directions relating to Contractor's safety procedures. Owner, Architect, and Construction Manager do not review the adequacy of Contractor's safety measures in, on, or near construction site.
- E. Owner's field representative, Architect, and Construction Manager do not have the authority to verbally order or approve modifications to the Work. Authorization must be in writing, signed by the Owner's authorized representative, or by Change Order.

1.5 REVIEW OF CONSTRUCTION DOCUMENTS

- A. Conform to requirements of the Construction Documents. If conflicts are found between Drawings, between Specifications, or between Drawings and Specifications, include the most costly material, method, or detail in Contractor's Bid and in the Contract.
- B. If physical discrepancies are discovered between the actual conditions and those

represented by the Construction Documents, report them immediately to the Construction Manager. Do not proceed with the Work, except at risk, until receiving written instructions.

1.6 SUPERVISION AND CONSTRUCTION PROCEDURES

- A. Where laws, codes, or standards require supervision or inspection of portions of the Work by an architect, engineer, or other competent or qualified person, furnish the necessary supervision and inspection to the satisfaction of the governing authority.
- B. Obtain permission from the Construction Manager before performing work at times other than is allowed by the Construction Documents.
- C. Project meetings will be held at Construction Manager's field office.
- D. Owner reserves the right to hold additional job progress meetings at the Owner's discretion. Construction Manager reserves the right to hold additional job progress meetings at the Construction Manager's discretion. Contractor will be given 48 hours notice (when possible) before unscheduled meetings.
- E. Oral assistance, advice, and interpretations given by the Owner, Architect, or Construction Manager relative to construction means, methods, techniques, sequences, procedures, safety precautions, or programs is a gratuitous service and is not binding. Non-contractual assistance does not make the Owner, Architect, or Construction Manager responsible for the items.
- F. Owner will endeavor to observe the Work, but omissions and failures to provide proper material and failure to perform work correctly are the responsibility of the Contractor. Contractor, not the Owner, is responsible for determining that work under the Contract, as it proceeds and is completed, is performed in accordance with the Construction Documents and governing regulations.

1.7 LABOR AND MATERIALS

- A. Provide products in accordance with the current printed specifications, requirements, and recommendations of the products' manufacturers and fabricators. Should the Construction Documents show or specify the application of a product not conforming to the manufacturer's or fabricator's printed specifications, requirements, or recommendations, notify the Construction Manager in writing.
- B. The minimum, acceptable standards for products and workmanship on this project shall be in compliance with industry standards, recognized standards of good quality, and published standards of recognized National Trade Associations. Use products which are new, sound, and of the quality suitable for their application. Orderly position products and align them with the building structure. Make vertical components plumb and horizontal components level, with surface true to line, grade, and dimension. Make joinery and connections

accurate, close fitting, and well made.

- C. Workers employed on the Project shall work together in harmony, and workers newly assigned to the Project shall cooperate and work harmoniously with work forces on the site, including work forces of the Owner, if any. Upon written notice by the Owner or Construction Manager, Contractor shall remove workers not complying with the provisions of the Contract Documents.
- D. Arrange and establish a location satisfactory to the Construction Manager where the workers may eat. Provide a rubbish container, and clean and remove debris at the end of each working day.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01 31 19 - PROJECT MEETINGS

PART 1 - MEETING TYPES

1.1 General

- A. The Contractor will provide a location for meetings and conferences at Project site, unless otherwise indicated.
 - 1. Attendees: Owner, Contractor, Subcontractors, Architect/Engineer and other individuals whose presence is required, as determined by the Contractor.
 - 2. Agenda: Contractor will prepare the meeting agenda and distribute to all invited attendees.
 - 3. Meeting Memoranda: Contractor will conduct the meeting and record significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned.

1.2 Preconstruction Conference

- A. Contractor will schedule a preconstruction conference before construction starts, at a time convenient to Owner, Contractor, and Architect/Engineer. Conference will be at Project site or another convenient location. Contractor will review responsibilities and personnel assignments.
- B. Attendees: Authorized representatives of Owner, Contractor, Architect/Engineer, and their consultants; Subcontractors and their superintendents; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress, including the following:
 - 1. Tentative construction schedule.
 - 2. Phasing.
 - 3. Critical work sequencing and long-lead items.
 - 4. Designation of key personnel and their duties.
 - 5. Procedures for processing field decisions and Change Orders.
 - 6. Procedures for requests for interpretations (RFIs).
 - 7. Procedures for testing and inspecting.
 - 8. Procedures for processing Applications for Payment.
 - 9. Submittal procedures.
 - 10. Sustainability requirements
 - 11. Preparation of Record Documents.
 - 12. Use of the premises and existing building.
 - 13. Work restrictions.
 - 14. Owner's occupancy requirements.
 - 15. Responsibility for temporary facilities and controls.
 - 16. Construction waste management and recycling.
 - 17. Parking availability.

18. Office, work, and storage areas.
19. Equipment deliveries and priorities.
20. Security.
21. Progress cleaning.
22. Working hours.

D. Meeting Memoranda: Contractor will record and distribute meeting memoranda.

1.3 Pre-installation Conferences

- A. Contractor will conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
- B. Attendees: Contractor, Architect/Engineer, Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. The specifications additionally identify Suppliers and/or Subcontractors that are required to attend a pre-installation conference.
- C. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 1. The Contract Documents.
 2. Options.
 3. Related requests for interpretations (RFIs).
 4. Related Change Orders.
 5. Purchases.
 6. Deliveries.
 7. Submittals.
 8. Review of mockups.
 9. Possible conflicts.
 10. Compatibility problems.
 11. Time schedules.
 12. Weather limitations.
 13. Manufacturer's written recommendations.
 14. Warranty requirements.
 15. Compatibility of materials.
 16. Acceptability of substrates.
 17. Temporary facilities and controls.
 18. Space and access limitations.
 19. Regulations of authorities having jurisdiction.
 20. Testing and inspecting requirements.
 21. Installation procedures.
 22. Coordination with other work.
 23. Required performance results.
 24. Protection of adjacent work.
 25. Protection of construction and personnel.
 26. Construction waste management and recycling

- D. The Contractor will record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - E. The Contractor will distribute minutes of the meeting to each party present and to parties who should have been present, Architect/Engineer, and Owner.
 - F. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- 1.4 Progress (Weekly Work Plan) Meetings: Contractor will conduct progress meetings at weekly intervals. Purpose of meetings is to coordinate work efforts among the participating Subcontractors.
- A. Attendees: Contractor, each Subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - B. Agenda: Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - 1. Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to the 6-week look ahead and Reverse Phase Schedules. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time. Review schedule for next period.
 - 2. Review present and future needs of each entity present, including the following:
 - a. Interface requirements.
 - b. Sequence of operations.
 - c. Status of submittals.
 - d. Deliveries.
 - e. Off-site fabrication.
 - f. Access.
 - g. Site utilization.
 - h. Temporary facilities and controls.
 - i. Work hours.
 - j. Hazards and risks.
 - k. Progress cleaning.
 - l. Quality and work standards.
 - m. Status of correction of deficient items.
 - n. Field observations.
 - o. Requests for interpretations (RFIs).
 - p. Status of proposal requests.
 - q. Pending changes.
 - r. Status of Change Orders.
 - s. Pending claims and disputes.

- t. Documentation of information for payment requests.
 - u. Waste management implementation and progress.
3. Minutes: Contractor will record and distribute to all Subcontractors the meeting memoranda.
 4. Reporting: Distribute meeting memoranda of the meeting to each party present and to parties who should have been present.
 5. Schedule Updating: Contractor will revise the Reverse Phase & 6-week look ahead Schedules after each progress meeting where revisions to the schedule have been made or recognized.

END OF SECTION 01 31 19

SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

- 1.1 Subcontractor shall in conjunction with the Contractor develop an accurate schedule for the completion of the work. The Contractor will utilize Lean Construction / Last Planner methods to manage the project. Each Subcontractor will be required to participate in a detailed schedule planning session for each phase of the project. A detailed schedule will be developed for each phase. The detailed schedules shall be consistent with the Milestone Construction Schedule issued with the bidding documents. Each Subcontractor will be required to attend the weekly Progress Meeting prepared with a weekly work plan for the coming week and a review of work activities required by the detailed schedule for that Subcontractor over the next six weeks. In addition, each Subcontractor will attend brief daily meetings.
- 1.2 See Section 00 31 13 – Preliminary Schedules for the Milestone Construction Schedule used for bidding.

PART 2 - LEAN CONSTRUCTION SCHEDULING METHODS

- 2.1 Overview:
 - A. Lean Construction is a tool to manage schedules and production on projects. By planning and managing the work, uncertainty is removed from the project. When production planning becomes reliable and people fulfill their commitments, performance and workflow are improved, and so are the overall results of the project.
 - B. Lean Construction traces its roots to the Toyota Production System developed after World War II. The system aimed to eliminate the inventory and rework of traditional mass production in favor of a reliable production system that could both work and change quickly to meet a customer's specific requirements without wasteful processes. In mass production, as in traditional construction processes, the project is a series of activities, and the goal is to reduce cost and increase the speed of each activity with consistent high quality.
- 2.2 Application
 - A. Lean Construction involves a systematic approach aiming for more efficient overall workflow. It attempts to understand how value is delivered, making workflow as consistent and reliable as possible, and then reviewing the results to determine how to improve the planning process. Lean differs from traditional construction methods because it decentralizes hierarchical decision-making. With Lean Construction, those closest to the work (the "Last Planners") must have the authority to make the decisions and plan the work. It also utilizes peer pressure to get the job

done. Subcontractors agree as a group to meet their deadlines, and each is held accountable not only to the Contractor but also to fellow Subcontractors.

- B. The project will utilize key procedures in the implementation of Lean Construction / Last Planner Methods. These steps require the input of the Foremen for the Subcontractors that will perform the work. These steps are as follows:
1. Flow Planning – This schedule is created to fit within the parameters of the Milestone Construction Schedule. Subcontractors work together to determine the work areas, sequence of work, and Takt time for the project. This ensures that the overall work flow of the project is optimized.
 2. Reverse Phase Scheduling (RPS) – This process is used in lieu and/or in addition to Flow Planning. Similar to Flow Planning, this schedule is created to fit within the parameters of the Milestone Construction Schedule. Subcontractors plan the project starting with the last work activity and working backwards. This ensures that all Subcontractors consider what work must be done prior to any schedule activity and adequate durations are in place for late activities. This RPS is thought of as “What Should Be Done.”
 3. Rolling Six-Week Look Ahead Schedules – Upcoming schedule activities move onto the Six-Week Look Ahead Schedules on a weekly basis. All possible constraints for preventing these activities are identified. This six-week look ahead is the work that “Can Be Done” in the next six-week period.
 4. Weekly Work Plans (WWP) – These plans are brought to weekly Progress Meetings by all Subcontractor foremen and are specific to the work they “Will Be Doing” in the upcoming week. In order for work activities to be on the WWP, there cannot be any known constraints that would prevent the work from occurring.
 5. Plan of Day (POD) – These brief daily meetings evaluate daily performance against key activities identified and coordinated in the WWP. By understanding daily performance, Subcontractor foremen quickly identify barriers and then make minor adjustments to eliminate the barriers allowing work to proceed as planned.

2.3 Implementation

- A. Subcontractors will be involved with all Flow Planning and Reverse Phase Scheduling for the project. Bidders should include the cost for foremen and project managers from each company to attend ½ day planning sessions to establish these schedules as required for the complexity of the project.
- B. The Contractor will provide and update the Six-Week Look Ahead Schedules from information developed in the Flow Planning and Reverse Phase Scheduling process and from Subcontractors input. The Contractor and Subcontractors will review and discuss the Six-Week Look Ahead Schedules at the weekly Progress Meetings.
- C. Each Subcontractor must complete a Weekly Work Plan (WWP) and provide to the Contractor by noon the day before the weekly Progress Meeting. Each Subcontractor will discuss their activities at the weekly Progress Meeting.
- D. All Subcontractor foremen are required to attend the daily POD.

- E. Subcontractors will be required to inform the Contractor, on a daily basis, the status of the work that was committed to be complete.
- F. Additional Flow Planning and Reverse Phase Scheduling may be required to update the schedule when project changes occur. Subcontractors will be required to participate in these planning sessions.

2.4 Updates

- A. Six-Week Look-Ahead Schedules will be updated weekly.
- B. Construction Progress Schedules will be updated periodically as required.
- C. The Milestone Construction Schedule will be updated as required.

2.5 Distribution

- A. The Contractor will provide the Subcontractors access to the Milestone Construction Schedule, Construction Progress Schedules, Six-Week Look Ahead Schedules and Weekly Work Plans.
- B. It is the responsibility of each Subcontractor to inform its field personnel, sub-tier subcontractors and material suppliers of the Milestone Construction Schedule, Construction Progress Schedules, Six-Week Looks Ahead Schedules and Weekly Work Plans, including any updates.

2.6 Records

- A. All schedules generated from Flow Planning and Reverse Phase Scheduling, and updates to the same, shall become the revised Project Schedule and shall be binding on the Subcontractors. Each Subcontractor shall provide necessary manpower, equipment, and material as necessary to the revised Project Schedule.

END OF SECTION 01 32 16

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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

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SECTION 013300

SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Proposed Subcontractor and Supplier List.
- B. Contractor's Construction Schedule.
- C. Schedule of Values.
- D. Guarantees and Warranties.

1.2 RELATED SECTIONS

- A. Section 013100 - Project Coordination procedures and requirements.
- B. Section 013323 - Submittal requirements for Shop Drawings, Product Data, and Samples.

1.3 PROPOSED SUBCONTRACTOR AND SUPPLIER LIST

- A. Submit with Bid. Refer to Section 001000.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Submit complete itemized Contractor's Construction Schedule to Construction Manager, within three (3) business days of execution of contract. Contractor's Construction Schedule shall be coordinated with all subcontractors, in accordance with Sections 013216 and 013323.
- B. Revise Contractor's Construction Schedule monthly, at the time of request for payment submittal. When Contractor's Construction Schedule is unchanged, submit a letter certifying that the previous Schedule is unchanged.

1.5 SCHEDULE OF VALUES

- A. Submit Schedule of Values to Construction Manager, within three (3) business days of execution of contract, coordinated with all subcontractors, in accordance with the General Conditions.
- B. Prior to preparation of Schedule of Values, review proposed subdivisions of work in the Schedule of Values with Construction Manager and Architect, for approval.

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1.6 GUARANTEES AND WARRANTIES

- A. With request for inspection for Substantial Completion, submit all warranties, guarantees, and bonds in accordance with Section 014000 – Quality Requirements.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 013323

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 GENERAL

1.1 SUMMARY

- A. This Section specifies procedural requirements for non-administrative submittals, including shop drawings, product data, samples, coordination drawings, and other work-related submittals. Shop drawings, product data, samples, coordination drawings, and other work-related submittals are required to amplify, expand, and coordinate information contained in Contract Documents.
- B. Refer to other Division 01 Sections and other Contract Documents for specifications on administrative, non-work-related submittals. Those submittals include, but are not limited to:
 - 1. Permits.
 - 2. Payment applications.
 - 3. Performance and payment bonds.
 - 4. Insurance certificates.
 - 5. Inspection, testing, and certification reports.
 - 6. Schedule of values.
 - 7. Progress reports.
 - 8. Subcontractor and Supplier List(s).
 - 9. Safety plans and other emergency procedures.
 - 10. Schedules.
- C. Miscellaneous submittals are work-related, non-administrative submittals that do not conform to the previous two categories, including but not limited to:
 - 1. Survey data and reports.
 - 2. Project photographs.
 - 3. Record drawings.

4. Field measurement data.

1.2 SUBMITTAL PROCEDURES

A. General:

1. Submit complete and detailed information required by the Specifications. Construction Manager will approve or reject submittals with reasonable promptness.
2. Submit information from a specification section in the following order: (i) product data, (ii) shop drawings, and (iii) samples.
3. Before forwarding information to Construction Manager, review submittal information, check conditions, mark corrections, and sign and date each set.
4. Construction Manager will not review submittal information Contractor has not signed. Contractor's signature means Contractor has checked the submittals for conformance to the project requirements and compatibility with related work.
5. Except where otherwise indicated, the Construction Manager will utilize construction project collaboration software for the electronic transmission, tracking, and management of all submittals. Refer to Section 011100 – Summary of Work.

B. Coordination:

1. Coordinate submittal preparation and processing with prosecution of the Work. Coordinate each submittal with other submittals and related activities including testing, purchasing, fabrication, delivery, and similar activities that require sequential activity.
2. Contractor shall review, coordinate, and forward submittals of interrelated work as a single, comprehensive submittal package to Construction Manager.

C. Submittal Time Coordination:

1. Prepare and transmit each submittal to the Construction Manager within 14 calendar days after award of Contract, or as agreed to by the Construction Manager. Prepare and transmit in advance of scheduled performance of related work and other applicable activities.
2. Construction Manager reserves the right to withhold action on submittals that require coordination with other submittals until the related submittals have been received by the Construction Manager.

D. Review Time:

1. Allow minimum of 14 calendar days so the Project will not be delayed because of time required to properly process submittals, including time for resubmittal, if necessary. Advise the Construction Manager on each submittal if processing time is critical to progress of the Work and if the Work would be expedited if processing time is shortened.
2. Construction Manager will advise Contractor when a submittal being processed will be delayed for coordination.
3. Owner will not extend Total Contract Time because of Contractor's failure to transmit submittals to the Construction Manager sufficiently in advance of the affected portion of Work.

E. Submittal Preparation: Mark each submittal with a permanent label for identification. Provide the following information on the label for proper processing and recording of the submittal:

1. Project name.
2. Date.
3. Name and address of Contractor.
4. Name and address of Subcontractor.
5. Name and address of supplier.
6. Name of manufacturer.
7. Number and title of corresponding Specification Section(s).
8. Drawing number and detail references, as appropriate.
9. Similar definitive information as necessary.
10. Stamp each piece of literature or drawing being submitted. A stamp impression on a separate sheet is not permitted. After Contract Award, the Construction Manager will provide further instructions for the stamp's format and contents.

F. Submittal Transmittal:

1. Appropriately package each submittal for transmittal and handling. Include a transmittal form with each hard copy or electronic file submittal from Contractor to Construction Manager. Submittals received from sources other than Contractor will be returned to Contractor without action.

2. Format of transmittal form shall be approved by the Construction Manager.
3. On the transmittal form, record relevant information, any requests for data, as well as any deviations from the requirements of the Contract Documents, including minor variations and limitations.

1.3 SPECIFIC SUBMITTAL REQUIREMENTS

- A. General: Comply with requirements specified herein for each type of submittal, as well as any additional specific submittal requirements for individual units of work specified in the applicable Specification Section.
- B. Provide special notation of dimensions established by field measurement. Highlight, encircle, and otherwise indicate deviations from Contract Documents. Construction Manager and Architect will not review shop drawings having incomplete dimensions. Construction Manager and Architect will not review or verify accuracy of field dimensions.
- D. Inspection, Testing, and Certification Reports:
 1. Classify each inspection and test report as being either shop drawings or product data, depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production.
 2. Process inspection and test reports accordingly.
- E. Warranties:
 1. Refer to Section 014000 for general and specific requirements for warranties, product bonds, workmanship bonds, and maintenance agreements.
 2. In addition to copies desired for Contractor's use, furnish five (5) executed copies of warranties, bonds, or agreements. Provide additional copies of warranties for Operations & Maintenance Manuals.
- F. Survey Data: Refer to Section 017700 and individual Sections for general and specific requirements on property surveys, field measurements, quantitative records of actual work, damage surveys, and similar data required by individual Sections of these Specifications.

1.4 SUBMITTAL ACTION MARKINGS

- A. Interpret the action marking of the Architect or Engineer on returned submittals as follows:
 1. NO EXCEPTIONS NOTED, or other similar wording:

No corrections; proceed with the work.

2. EXCEPTIONS NOTED, or other similar wording:

Do not fabricate or furnish items noted for correction without correcting noted discrepancies. Resubmittal is not required for approval, but resubmittal is required for the Owner's records for as-built documentation.

3. EXCEPTIONS NOTED, REVISE AND RESUBMIT, or other similar wording:

Submittal is rejected as not in accordance with Contract requirements, or for other justified cause. Correct deficiencies and resubmit for further review.

1.5 ADDITIONAL SUBMITTALS

- A. Permits, Licenses and Certificates: For the Owner's records, submit to Construction Manager copies of permits, licenses, certificates, inspection reports, releases, jurisdiction settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations which bear on the Work.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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SECTION 01 35 43 - ENVIRONMENTAL PROCEDURES - 5S PROGRAM

PART 1 - GENERAL

1.1 SUMMARY

- A. The Zero Injury culture embraces the 5S Strategy to create a safe, organized jobsite to prevent slips, trips and falls.
- B. The 5S Program has been put in place to drive consistency across all projects and set a “Best in Class” standard to help achieve Zero Injury by eliminating slips/trips/falls from poor housekeeping/organization.
- C. This summary should in no way be construed as being all-inclusive. It is issued as a guide to aid each Subcontractor in their understanding of the 5S expectations on this project.

1.2 PROJECT DESCRIPTION AND REQUIREMENTS

- A. As a part of the Lean Culture on our project sites, the Contractor is instituting the following MINIMUM requirements for each Subcontractor to achieve a safer more productive project.
- B. The components of the 5S Program are as follows:
 - 1. **Sort – Just in time Deliveries:** Materials are only allowed to be delivered to the site if they will be installed within a one week time period of delivery. Any materials that will not be installed must be removed from the site.
 - 2. **Straighten – Organized Material & Equipment Storage:** Materials and equipment must be stored in designated laydown areas. Walking and working spaces must be kept organized at all times. No material or equipment is allowed to be stored in egress/access paths. Storage requirements for exterior and interior spaces are as follows:
 - a. Exterior – Materials and equipment must be stored on dunnage, pallets or carts.
 - b. Interior – Materials and equipment must be stored on pallets, carts or racks and easily moveable on wheels.
 - 3. **Shine – Continuous Daily Cleanup:** Requirements for continuous cleanup for exterior and interior spaces area as follows:
 - a. Exterior



- 1) Each Subcontractor shall immediately pick up all of their debris and deposit it into mobile trash carts/hoppers (provided by respective Subcontractor). Each Subcontractor is responsible for emptying these containers into a dumpster provided by the Contractor.
 - 2) Every Subcontractor is required at the end of each and every workday to cleanup and organize equipment, materials and debris from that day's work activities and clean their work area.
- b. Interior: Nothing Hits the Floor – Daily cleanup:
 - 1) Every work crew has a cart with necessary cleaning tools. Each Subcontractor shall immediately deposit their debris into mobile trash carts (provide by respective Subcontractor). Each Subcontractor is responsible to remove these carts from the building daily and empty them into a dumpster provided by the Contractor.
 - 2) Every Subcontractor is required at the end of every workday to cleanup and organize equipment, materials, and debris from that day's work activities and sweep their work area.
 - 3) Electrical cords, welding leads, temporary heat, and temporary water lines are to be off the floor 100% of the time and suspended using non-conductive materials.
4. **Standardize – Color Coded Delivery Process:** Each Subcontractor will be designated a specific paint or sticker color (designated by the Contractor and provided by respective Subcontractor) to mark all deliverables to the project. All materials, including but not limited to, pallets, packaging, boxes, buckets, etc., must be marked with their respective paint color. All items that are not marked upon arrival at the project site, will be rejected.
5. **Sustain – Composite Broom Crew:** Every week, or at Contractor's request, each Subcontractor shall provide personnel to participate in cleaning all unidentified debris and broom sweeping for a full work shift or until complete. This polishing effort is in addition to normal daily cleaning.
 - a. Each Subcontractor shall provide (1) person for every (10) people working on site for respective company (including subcontractors) to participate in composite crew.
 - 1) Minimum participation by each Subcontractor is (1) person, regardless of number of people Subcontractor has on site up to (10).
 - 2) Participation requirement applies for each week the Subcontractor has personnel on the project site.

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- b. Each Subcontractor shall furnish all equipment, including but not limited to, brooms, shovels, and dump carts, to complete this activity.
 - c. Contractor will determine the location and scope of the composite cleaning crew each week as dictated by the project conditions. It is understood that this may include “exterior Subcontractors” need to work inside the building and vice versa as project conditions require to maintain the best possible project conditions.
 - d. Failure to provide the personnel and equipment as described above will result in a backcharge per 1.2.C below.
- C. Failure to abide by any of the requirements above will result in a back charge of \$250/man hour needed to address any deficiencies.

1.3 ASSIGNMENT OF RESPONSIBILITY

- A. The Contractor will provide the following as a part of the 5S Program
- 1. Logistics planning for designated material storage and assignment of color codes
 - 2. Dumpsters located appropriately for trade contractors to empty carts
 - 3. Oversight of composite cleaning crews.
- B. Each Subcontractor will provide, at a minimum, the following for the 5S Program
- 1. Mobile Trash Carts/Hopper
 - a. One cart per each individual crew
 - b. Covers for carts as applicable to project work requirements
 - 2. Cleaning Equipment
 - a. Brooms, shovels, etc., for daily cleanup and composite crews
 - 3. Marking Paint and/or Colored Tags for materials, equipment, etc., brought to the project site.
- C. Color Codes for all Subcontractor material delivered to/stored on the project site are as follows:

Contractor	Light Green	
General Trades	Brown	

Hilltop Lot (ITB #020-25)

BP #2 – Site Work

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Sitework / Site Utilities	Yellow	
Steel	Dark Blue	
Concrete / Foundations	Green	
Roofing	Purple	
Aluminum & Glass	White	
Framing & Drywall	Light Blue	
Flooring	Maroon	
Fire Protection	Pink	
Plumbing	Blue	
HVAC	Silver	
Electric	Red	
Telecommunications	Orange	
Painting	Black	
Casework / Millwork	Teal	

END OF SECTION 01 35 43



SECTION 014000

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Required inspection and testing services to assist in the determination of compliance of the Work with specified or indicated requirements. Required services do not relieve Contractor of the responsibility to comply with Contract Documents.
- B. Quality control services include inspections, tests, and related actions, including reports performed by independent agencies and governing authorities.
- C. Specific quality control requirements for individual units of work are in those Specifications Sections.
- D. Inspections, tests, and related actions specified in Contract Documents are not intended to limit Contractor's quality control procedures which facilitate overall compliance with Contract Document requirements.
- E. Requirements for Contractor to provide quality control services required by the Owner, governing authorities, or other authorized entities are not limited by provisions of this Section.
- F. Replace rejected work at no additional cost to the Owner and without extension to Total Contract Time.

1.2 RESPONSIBILITIES

- A. Contractor Responsibilities:
 - 1. All inspections, tests, and similar quality control services are Contractor's responsibility, except where specifically indicated as being the Owner's responsibility, or where specifically indicated as the responsibility of another agency or organization.
 - 2. Costs for quality control services that are the Contractor's responsibility which are specified to be performed by an independent lab or agency (not directly by Contractor) shall be included in the Base Bid.
 - 3. Where services are specified to be performed by an independent lab or agency, Contractor shall employ and pay an independent agency, testing laboratory, or other qualified firm that is approved by the Owner.
- B. Owner Responsibilities:

1. Owner will pay for quality control testing associated with geotechnical testing and inspection, unless noted otherwise.
2. Owner will employ and pay for the services of an independent agency, testing laboratory, or other qualified firm to perform services which are the Owner's responsibility.

C. Retest Responsibility:

1. When results of required inspections, tests, or similar services indicate non-complying Work, subsequent tests are Contractor's responsibility.
2. Testing of revised and replaced work is Contractor's responsibility.

D. Responsibility for Associated Services:

1. Cooperate with independent agencies performing required inspections, tests, and similar services by providing auxiliary services listed in this paragraph.
 - a. Provide access.
 - b. Take samples or assist with taking samples.
 - c. Deliver samples to test laboratories.
 - d. Secure and protect samples and test equipment at the Project Site.
2. Provide other auxiliary services as are reasonably requested.

E. Coordination:

1. Coordinate the sequence of inspections, tests, and similar services to accommodate those required services with a minimum of delay in progress of the Work. Coordinate to avoid removing and replacing work to accommodate inspections and tests. Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities, whether the services are the Owner's or Contractor's responsibility.
2. If the laws, ordinances, rules, regulations, or order of public authorities having jurisdiction require work to be inspected, tested, or approved, notify the Construction Manager in advance so the Construction Manager may observe inspection, testing, or approval.

F. Special Tests:

1. Owner may require Contractor to perform special test(s) on installed materials or equipment to verify conformance to Specifications.

2. Owner will pay for test(s) where materials or equipment meet or exceed specified requirements. If tested item(s) fail to meet requirements, Contractor is responsible for costs of the test(s) and to make corrections at no cost to the Owner.

1.3 QUALITY ASSURANCE

A. Qualification for Service Agencies:

1. Except as otherwise indicated, engage inspection and test service agencies, including independent testing laboratories, which are prequalified as complying with *Recommended Requirements for Independent Laboratory Qualification* by the American Council of Independent Laboratories, and which are recognized in the industry as specialized in the types of inspections and tests to be performed.
2. Contractor's testing agencies are subject to approval by the Owner.

B. Codes and Standards: Perform required testing in accordance with applicable codes and regulations and with standards indicated in the Specifications Sections.

1.4 SUBMITTALS

A. General:

1. Refer to Section 013323 for general submittal requirements and Section 017700 for close-out requirements. Refer to individual Specification Sections for specific requirements.
2. Electronically distribute certified, written reports of each inspection, test, or similar service directly to:
 - a. Construction Manager. Submit up to 2 hard copies, if requested by the Construction Manager.
 - b. Electronically distribute copies of each written report directly to the governing authority, Owner, Architect, and/or Engineer, if the Owner or Construction Manager so directs.

B. Report Data: Written reports of each inspection, test, or similar service shall include, but are not limited to:

1. Name of testing agency or test laboratory.
2. Dates and detailed description of exact location(s) of where samples were taken or where tests or inspections were performed.

3. Names of individuals making the inspection or test.
 4. Designation of the work and test method.
 5. Complete inspection or test data.
 6. Test results.
 7. Interpretations of test results.
 8. Notation of significant ambient conditions at the time of sample taking and testing.
 9. Comments or professional opinion of whether inspected or tested work complies with the requirements of Contract Documents.
 10. Recommendations on retesting, if applicable.
- C. The Contractor is responsible for notifying the testing agency or laboratory of the requirements of this Section.

1.5 REPAIR AND PROTECTION

- A. General:
1. After completing inspection, testing, sample-taking and similar services, repair damaged Work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes.
 2. Protect Work exposed by quality control service activities. Protect repaired Work.
 3. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

1.6 GUARANTEES, WARRANTIES AND BONDS

- A. Warrant the Work for one (1) year, starting with date of Substantial Completion for the Contract, unless the requirements herein are superseded by more stringent requirements in individual technical Specification Sections.
- B. Should defects develop in the Work within the specified period due to faulty materials or workmanship, correct the Work to conform to Contract Documents. Execute repairs and corrective work, including cost of making good other work damaged or otherwise affected by making repairs, without extra charge to Owner and within 5 calendar days after written notice by the Owner or Construction Manager. On parts of the Work corrected under the Warranty, extend the warranty period for the corrected parts for one year from the date of correction.

- C. Submit five (5) copies of warranties, guarantees, and bonds. Show the name and location of the Project and the name of the Owner (County of Hamilton). Owner shall have the right to assign warranties, guarantees, and bonds in whole or in part to end-users as designated by the Owner.
- D. Delivery of warranties, guarantees, and bonds does not relieve Contractor of obligations of the Contract.

1.7 FORM OF WARRANTY

- A. Warranty period on equipment, labor, and materials shall be the manufacturer's standard, or as specified in the Specifications Sections, but not less than required by paragraph 1.6.A this Section.
- B. Furnish specified written warranties with the request for inspection for Certificate of Substantial Completion. Submit warranties on Contractor's letterhead. Include one warranty for each separate Contractor and Subcontractor scope or unit of work, signed jointly by Contractor and Subcontractor or supplier.
- C. Form of warranty is as follows (form of warranty not written as follows is cause for its rejection):

(Form of Warranty is on the following page.)

Hilltop Lot (ITB #025-25)
BP #2 – Site Work
March 28, 2025
THP #25041.00

WARRANTY

Name of Project: _____

Scope of Work: _____

We warrant the Work to be in accordance with the Contract Documents. We will correct the parts of the Work not in conformance with the Contract Documents, or that becomes, or is found to be defective, within one year after the Date of Substantial Completion. We will bear the cost of making good the damage caused by the defective Work, including damage caused by its correction or removal, to the Owner's property or to property for which the Owner is liable. This warranty does not apply to Work which has been abused, neglected, or altered by others. The warranty period begins at 12:00 Noon on the Date of Substantial Completion.

Substantial Completion Date: _____ (*)

Signed by:

Contractor: _____

Subcontractor/Supplier: _____

* (Obtain this date from the Owner before completing the warranty form. Insert the date on the indicated line. Do not type this instruction on the Warranty Form.)

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01 40 01 – QUALITY PROGRAM

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for a Subcontractor Quality Program required to verify compliance with the Contractor Quality Program, including Quality Observation Process. These services do not relieve the Subcontractor of responsibility for compliance with the Contract Document requirements.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.3 DEFINITIONS

- A. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect or Contractor.
- B. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- C. Contractor: The team in charge of supervising the construction phase of the project.
- D. QOR: Quality Observation Report
- E. QR: Quality Representative – The QR should be proficient in their field of work, capable of identifying issues in advance, capable of verifying submitted materials match the contract documents and coincide with materials delivered to the jobsite, and the ability to perform quality control audits and document their findings on a daily basis. The QR must be someone who is onsite full time and has the authority to make decisions in the field.
- F. Autodesk Build: Inspection/observation software.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer documentation of uncertainties to Architect for decision prior to proceeding.

1.5 SUBMITTALS

- A. Quality Plan: Submit a Quality plan for this project. This plan will outline all aspects of the Subcontractor's duties with regard to the quality on the project. Including the following:
 - 1. How Subcontractor plans to manage quality on the Project.
 - 2. Control of Documentation.
 - 3. Material receiving and storage.
 - 4. Fabrication/construction methods.
 - 5. General quality checking procedures during fabrication/construction activities.
 - 6. Specific procedures for documentation of formal testing.
 - 7. Quality checking forms and records to be utilized.
 - 8. Quality audits of Subcontractors during prequalification and prior to acceptance.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Entity responsible for performing tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specifications Sections specify additional requirements.
- B. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

- E. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- F. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- G. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.

1.7 QUALITY CONTROL

- A. Subcontractor Responsibilities: In addition to responsibilities outlined in 01 40 00 – Quality Requirements each Subcontractor must provide the following:
 - 1. Attend and contribute to the weekly Quality meeting as part of WWP meeting.
 - 2. Appoint a Quality Representative as part of the construction team who will be the point of contact for all quality and turnover issues. This representative must have an email address.
 - a. This representative or representatives shall be submitted to the Contractor in list format with all contact information included.
 - 3. Identify and resolve QOR's in a timely manner. The maximum time allowed for each QOR is as follows
 - a. 7 calendar days for items through the first 50% of the project schedule.
 - b. 5 calendar days for items from 50% through 75% of the project schedule.
 - c. 3 calendar days for items from 75% through 90% of the project schedule.
 - d. 1 calendar day for items from 90% through 100% of the project schedule.
 - 4. Provide suitably qualified designated QR Inspectors.
 - 5. Maintain accurate records of inspections and turnover issues.
 - 6. Submit inspection records for all areas of their unique scope of work, including final reports.
 - 7. Maintain a register of non-conformance reports issued to suppliers/subcontractors and issued from the Contractor.
 - 8. Verify that defects discovered in the work performed by the Subcontractors are identified utilizing the QOR process and adequate corrective actions are to be planned with the Subcontractor's Superintendents and approved by the Contractor prior to their implementation.
 - 9. Cooperate with the Contractor in coordination and execution of the Quality Program including preparatory meetings, initial inspections, follow-up inspections, mock-ups, quality coordination meetings, etc.

10. Participate by using Autodesk Build Software. All construction quality issues will be entered, tracked and closed using Autodesk Build. Training will be provided by the Contractor. Software Licenses will be provided to the Subcontractor by the Contractor.
11. Adequate internet access is required for each Subcontractor and is to be accessed by each Subcontractor. Coordination with the Contractor may be acceptable depending upon conditions in the field.
12. Each Subcontractor is required to provide a minimum of one (1) Tablet device from supported devices list available at

<https://knowledge.autodesk.com/support/bim-360/learn-explore/caas/CloudHelp/cloudhelp/ENU/Docs-About-ACC/files/System-Requirements-html.html>

Device will be located on site at all times at the cost of each Subcontractor. This tablet will be required to have the Autodesk Build mobile application downloaded and utilized for QOR processes. Each Subcontractor is strongly encouraged to have a laptop computer in addition to Tablet with printing capability.

13. All QOR's submitted are required to be electronically through the Autodesk Build system. All other forms will not be accepted by the Contractor.
14. All construction quality issues entered using Autodesk Build will require photographic evidence of completion from the Subcontractor. If such evidence is not attached to each individual issue in the system by the Subcontractor the said issues is not considered complete until re-inspection can be performed by the Contractor or issue creating party.
 - a. Each photo must include recognizable features clarifying the location accurately corresponds with the issue it is attached with.
15. Implement the Owner's Quality Program requirements accordingly.

B. Contractor Responsibilities: Contractor will provide the following:

1. Appoint a Quality Representative as part of the construction team who will be the Contractor's point of contact for all quality and turnover issues.
2. Conduct weekly quality meetings as part of the WWP meeting.
3. Conduct project inspections.
 - a. Maintain Records of inspections.
 - b. Identify and resolve QOR's in a timely manner.
4. Report defects to the Subcontractor.
5. Record defects: Log and track items through completion of corrections in Autodesk Build.
 - a. Maintain a register of non-conformance reports issues to the Subcontractor.
 - b. Verify that defects discovered in the work performed by the Subcontractors occurring systematically are identified utilizing the QOR process and adequate corrective actions are approved prior to their implementation.
6. Document changes: Log and track modifications to the Contract Documents.
7. Answer tech questions and provide additional training regarding Autodesk Build.

1.8 QUALITY OBSERVATION REPORTS

- A. Quality Observation Reports (QOR) will be utilized to report discrepancies in performance or Work as follows:

1. Monitoring Phase: Ongoing monitoring of the construction activities by the Contractor, A/E, Special Inspections, Owner and Subcontractor.
 2. Reporting Phase: Quality Observation Report will be distributed daily via email consisting of the following:
 - a. Date and time of observation
 - b. Area and location of the observation
 - c. Observers name and company
 - d. Description of the observation
 - 1) Photo and or floor plan will also be attached for clarity if necessary.
 3. Assessment and Recording Phase: QOR will be assessed by the Subcontractor to determine the following:
 - a. Whether observation is deviation from the Contract Documents.
 - b. The observation warrants being placed on the QOR database.
 4. Database Maintenance: Quality observations shall be logged on Autodesk Build by QOR Administrator
 - a. A unique identification number will be allocated to be the observation by Autodesk Build.
 - b. The Subcontractor responsible for the resolution of the issue will be assigned.
 - c. A target closeout date will be assigned.
 - d. The assigned Subcontractor will be issued the QOR for action.
 5. Resolution Phase: Subcontractor shall take action to rectify the issue.
 - a. Notify QOR Administrator in Autodesk Build when the Subcontractor has deemed that the issue has been rectified via photo upload and provided corrective action details via comments feature.
 - b. The QA/QC Team leader and or representative will view photo or re-inspect and determine if the issue has been satisfactory resolved.
 - c. If the issue has been resolved, the database will be updated to show the items as closed.
 6. Disputed Resolution: QOR items that cannot be satisfactorily closed will be resolved by formal meeting with Subcontractor and Contractor to develop a plan to close issues in a manner that will prevent delays in the project schedule.
- B. QOR Database Management (Autodesk Build): Quality Observation Report Database will be administered by the Contractor. The Subcontractor will interact with Autodesk Build to enter, receive, and close QOR's. The database will track and report on such items as:
1. QOR's by Subcontractor / Supplier.
 2. QOR's by Area / System.
 3. Status of each QOR.
 4. Originator.
 5. Description of Quality Observation.
 6. Description of Action required to close QOR.

1.9 QUALIFICATIONS AND TRAINING

- A. Qualifications: Subcontractor shall insure that all employees, subcontract employees, and third party employees are suitably qualified to execute the work they are tasked to do.
1. Subcontractors Quality Plan shall indicate what work activities need to have qualified personnel.

2. The Subcontractor shall insure that there is a file maintained for all persons that require qualifications incorporating current curriculum vitae with such qualifications.
 3. Qualifications must be current, including where periodic re-certification is required.
 4. Maintain all records on site, available for audit by the Contractor.
 5. If non-conformities are found, the Subcontractor shall carry out all the necessary reworks and shall obtain the conformity to the specified requirements as well as subsequent tests.
- B. Training: Contractor QA/QC Team Leader shall ensure that all relevant Subcontractor personnel are trained in the requirements of this plan. Training shall be performed over the duration of the project execution.
1. Provide training to all relevant Owner, Architect, Engineer and Subcontractor personnel in the implementation of the QOR process and all other procedures outlined in this plan.
 2. Provide Autodesk Build training to all parties
 3. Maintain records for all training.
 4. In conjunction with training sessions, review quality system documents and revised or update to reflect comments promoting improvement.
- C. Coordination: Coordinate sequence of activities to accommodate required quality assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

END OF SECTION 01 40 01

SECTION 014216

DEFINITIONS, STANDARDS, AND REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. General:

This Section provides definitions and specifies procedural and administrative requirements for compliance with governing regulations and the codes and standards imposed upon the Work. Requirements include obtaining permits, licenses, inspections, releases, and similar documentation, as well as payments, statements, and similar requirements associated with regulations, codes, and standards.

1.2 DEFINITIONS

A. General Explanation:

Definitions and explanations contained in this Section are not necessarily complete or exclusive; they are general for the Work, to the extent they are not stated more explicitly in another element of the Contract Documents. More detailed definitions may be included elsewhere in the Specifications and on the Drawings.

B. Approve:

Where used in conjunction with the Owner's response to submittals, requests, applications, inquiries, reports, and claims by Contractor, the meaning of the word "approved" is held to the limitations of the Owner's responsibilities. "Approval" by the Owner does not release the Contractor from the responsibility to fulfill the requirements of the Contract Documents.

C. Architect or Engineer: THP Limited Inc.

D. Base Contract:

"Base Contract" means the original contract between the Contractor and the Owner for this project. "Base Contract" includes the parts of the Work therein, including any Alternates and Unit Prices accepted by the Owner at the time of Contract Award.

E. Bid Submission Document:

Document or form that must be completed and submitted with the Bid. These documents and forms are typically identified in Section 001000 by a box across

the top of the first page of the document or form.

F. City: The City of Cincinnati, Ohio.

G. Construction Manager: Messer Construction Co./MBJ Consultants Inc.

H. County: The County of Hamilton, or its authorized agent.

I. Completion, Final:

“Final Completion” refers to the degree of completion at which time the Project, as a whole, is turned over for full use to the Owner and the Work is completed in compliance with the Contract Documents.

J. Completion, Substantial:

“Substantial Completion” means the date of the “Certificate of Substantial Completion” issued by the Owner when construction is sufficiently complete in accordance with the Contract Documents so the Owner may occupy the Work or a portion of the Work for the intended use.

K. Conditions of the Contract:

General Conditions, and the Drawings and Specifications (including Division 01), Addenda, Clarifications, Change Orders, and Field Orders issued as part of the Work.

L. Construction Documents:

“Construction Documents” means the Drawings, Project Manual (including Division 01), Addenda, Clarifications, Change Orders, Field Orders, and related documents that address the Work.

M. Contractor:

The terms “Contractor” and “Trade Contractor” shall have the same meaning. “Contractor” and “Trade Contractor” are used interchangeably.

N. Contract Documents:

“Contract Documents” has the identical meaning as “Conditions of the Contract”.

O. Contract Time, Total:

“Contract Time” has the identical meaning as “Total Contract Time”.

P. Day(s):

Except where stated as meaning business day(s), “day(s)” mean(s) calendar

day(s).

Q. Development Manager: Not applicable to this project.

R. Directed, Requested, Approved, etc.:

Terms “directed”, “requested”, “authorized”, “approved”, “required”, “accepted”, and “permitted” mean “directed by the Owner”, “requested by the Owner”, and similar phrases. Phrases' meanings do not expand the Owner's responsibility into the Contractor's areas of construction supervision and safety.

S. Furnish:

“Furnish” means to supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

T. Indicated:

“Indicated” is a cross-reference to graphic representations, notes or schedules on Drawings, to other paragraphs or schedules in the Specification, and to similar means of recording requirements in the Contract Documents. Where “shown”, “noted”, “scheduled” and “specified” are used in lieu of “indicated”, it is for the purpose of helping the reader of the Drawings and Specifications locate the cross-reference. “Indicated” does not imply limitation of location except as specifically noted.

U. Install:

“Install” describes operations at the project site, including unloading, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations, as applicable in each instance.

V. Installer:

“Installer” is the entity engaged by a Contractor, Subcontractor, or sub-Subcontractor for performance of a particular unit of work for the project, including installation, erection, application, and similar required operations. It is a general requirement that the entities be expert in the operations they are engaged to perform.

W. Manufacturer's Recommendations:

“Manufacturer's recommendations”, and variations thereon, means manufacturer's recommendations found in publications commonly available to and used by the architectural and engineering professions.

X. Project Site:

“Project Site” is the space available to the Contractor; and refers to the area where the Contractor performs the on-site Work.

Y. Provide:

“Provide” means furnish and install, complete and ready for the intended use.

Z. Regulations:

“Regulations” includes laws, statutes, ordinances, and lawful orders issued by governing authorities; and the rules, conventions, and agreements within the construction industry which control the performance of the Work, regardless of whether or not they are lawfully imposed by governing authority.

AA. Remove:

"Remove" means to remove and legally dispose of indicated items off-site.

BB. Total Contract Time:

“Total Contract Time” is the time period allotted for the Work, subject to limitations described in the Contract Documents.

1.3 INDUSTRY STANDARDS

A. General Applicability of Standards:

1. Except to the extent that more explicit or more stringent requirements are in the Contract Documents, applicable standards of the construction industry referenced in the Contract Documents have the same force and effect as if bound directly into the Contract Documents (i.e. are made a part of the Contract Documents by reference).
2. Refer to Contract Documents for resolution of overlapping and conflicting requirements that result from the application of several different industry standards to the same unit of work.
3. Refer to individual unit of work Sections for specialized codes and standards the Contractor must keep at the project site available for reference by the Owner.
4. Referenced standards (referenced directly in the Contract Documents or by governing regulations) have precedence over non-referenced standards which are recognized in the industry and which may be applicable to the Work.
5. Non-referenced standards recognized in the construction industry, except as otherwise limited in the Contract Documents, are applicable to the

Work, and will be enforced for the performance of the Work. Owner will determine if an industry code or standard is applicable to the Work, or which of several standards are applicable to the Work.

B. Publication Dates:

Except as otherwise indicated, where compliance with an industry standard is required, comply with the standard in effect as of the date of the Construction Documents.

C. Copies of Standards:

1. A requirement of the Contract Documents is that each entity performing work be experienced in that part of the Work being performed, and that the entities be familiar with recognized industry standards applicable to the Contractor's parts of the Work. Copies of applicable standards are not bound with the Contract Documents.
2. Where copies of standards are needed for proper performance of the Work, obtain copies directly from the source.
3. Though certain copies of standards needed for enforcement of the requirements may be required submittals, the Owner reserves the right to require the Contractor to submit other copies of the standards as necessary for enforcement of the requirements.

D. Failure to be informed of the requirements of standard specifications is not cause for additional compensation.

E. In case of conflict between the published standard and Project Specifications, the more stringent governs.

F. Where applicable, Construction Document references to technical societies, organizations, and other construction entities is in accordance with the following abbreviations:

AIA..... American Institute of Architects
ACI..... American Concrete Institute
AIEE..... American Institute of Electrical Engineers
AISC American Institute of Steel Construction
AISI..... American Iron and Steel Institute
ANSI..... American National Standards Institute
ASHRAE American Society of Heating, Refrigeration and
..... Air-Conditioning Engineers
ASME American Society of Mechanical Engineers
ASRE American Society of Refrigeration Engineers
ASTM American Society of Testing Materials
AASHTO American Association of State Highway
& Transportation Officials

AWSC.....	American Welding Society Code
AWWA	American Water Works Association
CCS	City of Cincinnati Supplement to ODOT
COBC.....	Cincinnati Ohio Building Code
CRSI	Concrete Reinforcing Steel Institute
DOP	City of Cincinnati Department of Purchasing
FS	Federal Specification
IPCEA	Insulated Power Cable Engineers Association
MIL	Military Specification
NBFU.....	National Board of Fire Underwriters
NBS	National Bureau of Standards
NFPA	National Fire Protection Association
NEC	National Electric Code
NEMA.....	National Electric Manufacturers Association
ODOT	Ohio Department of Transportation
SAE	Society of Automotive Engineers
SPR.....	Simplified Practice Recommendation
SSPC	Steel Structures Painting Council
SWRI	Sealant, Waterproofing & Restoration Institute
UL.....	Underwriter's Laboratories

1.4 REGULATORY REQUIREMENTS

- A. Applicable Codes: The “Cincinnati Ohio Building Code” as administered and modified by the Department of Buildings and Inspections, City of Cincinnati, governs the work in addition to other code authorities.
- B. Adherence to Codes and Regulations:
 - 1. Before proceeding with the Work, review Drawings and Specifications for applicable laws, ordinances, rules, and regulations.
 - 2. Comply with the applicable laws, ordinances, rules, and regulations unless notice is given to the City of Cincinnati, Department of Buildings and Inspections, in writing, of the discrepancy before proceeding with the Work.
- C. Requirements of Regulatory Agencies (Permits, etc):
 - 1. Construction Manager will make application and pay for the City of Cincinnati General Building Permit (and a Demolition Permit, if required).
 - 2. Each Contractor and Subcontractor is responsible for obtaining other permits and inspections required for their work by laws, ordinances, rules, and regulations, including final certificates, inspections, etc.

D. Inspections by Governing Agencies:

1. Before covering up work required to be inspected, arrange for inspections and tests of the installation, as required by Governing Authorities and by Specifications.
2. Provide necessary tools, equipment, and personnel to conduct the required tests, and notify the City of Cincinnati, Department of Buildings and Inspections, at least three (3) business days in advance of scheduled inspections and tests.
3. Submit approved certificate of inspection from the Governing Authority to Owner and Construction Manager before request for final payment.

PART 2 MATERIALS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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SECTION 01 45 16 – GROUND PENETRATION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. The purpose of this procedure is to define minimum utility avoidance requirements for all Contractors, Subcontractors, and other companies engaged in ground penetration activities.
- B. This procedure applies to all personnel associated with excavation, trenching, demolition and other ground penetrating activities including dee stakes, sign posts, fence posts, ground rods, etc. on Contractor projects. The result of this procedure is to:
 - 1. Ensure that all excavation, trenching, and demolition activities and work within excavations / trenches are adequately planned and performed safely.
 - 2. Define the standard work process to avoid any utility strikes during all excavation, trenching and demolition activities.
- C. Excavation means the use of hand tools, powered equipment, or explosives to move earth, rock, or other materials in order to penetrate, bore or drill into the earth, or to demolish any structure whether or not it is intended that the demolition will disturb the earth.

1.2 PROJECT DESCRIPTION AND REQUIREMENTS

- A. Pre-Planning:
 - 1. Subcontractor(s) shall conduct thorough planning prior to the execution of any Excavation/Trenching or Penetration activities. This requires the Subcontractor complete the Ground Penetration / Dig Permit DAILY prior to starting work.
- B. Utility Avoidance:
 - 1. All underground and overhead utilities within the Excavation / Trenching or Penetration work area shall be surveyed and positively identified before excavation work commences. It is the responsibility of every Subcontractor performing an excavation to call the 811 Utility Protection Service in their state to obtain an individual reference / dig number. No Subcontractor shall work under another Subcontractor's ticket number, including the Contractor's.

Since 811 will only mark utilities in the Right-of-Way, a private locating service must also be used to locate any utilities not located by 811 inside the project / excavation area. Obtain as built drawings showing the location of all known / found utilities with in the excavation site and reference the Contract Documents to verify there are no utilities that were not marked by the Locating Service.
 - 2. 811 Procedures:
 - a. Assess the area to be excavated, gather all the information that will needed to complete the locate work order form.
 - b. Premark the location where the excavations will occur in white paint, flags or both.

- c. Contact 811 and provide details of the excavation.
 - d. Obtain reference / ticket number, record the number on the Ground Penetration / Dig Permit and keep it for the duration of the excavation or longer is necessary.
 - e. Utility owners will mark any existing utilities around the excavation site.
 - f. Wait the required amount of time before commencing excavation.
 - 1) Advance notice needed to inform 811 of excavation.
 - a) IND – 2 working days.
 - b) OH – 2 working days
 - c) KY – 2 working days
 - d) TN – 3 working days
 - e) NC – 3 working days
 - g. Protect and preserve the markings of tolerance zones of underground utility facilities until those markings are no longer required for proper and safe excavations. If markings are destroyed or lost do not repaint the markings, contact 811 to remark the found/known utilities. Markings are only valid for the following amount of time before 811 has to be notified again of the excavation.
 - 1) IND – 20 days
 - 2) OH – as long visible
 - 3) KY – 21 days
 - 4) TN – 15 calendar days
 - 5) NC – 15 days
3. Private Property Locating:
- a. ALL excavations/borings/mass excavations/ground penetrating activities must be coordinated with the Contractor and the Owner to have a 3rd Party Locating Service survey the areas of excavation that are not in the right-of-way.
 - b. Subcontractor must coordinate with the Contractor and contact the designated 3rd Party Locating Service prior to any ground penetrating activities to have the service locate the area where the activities occur. Prior to arrival of the 3rd Party Locating Service, the area that needs surveyed should be painted or marked with flags.
 - c. The 3rd Party Locating Service shall mark all found utilities with paint or flags.
 - d. All markings must be protected and preserved so the location of the utility is known at all times.
 - e. Take pictures and keep records of the survey to include with the Excavation Permit.
4. Ground Penetrations:
- a. Prior to any excavation beginning, the scope of work must be reviewed with the Contractor to discuss the process and hazards related to task.
 - b. Subcontractors must complete the Ground Penetration / Dig Permit daily and have it signed by the Contractor's project representative.
 - c. Protect and preserve the markings of utilities until those markings are no longer required for proper and safe excavations.
 - d. The exact location and depth of any known / found utilities within 24" of the excavation must be identified by one of the following means:
 - 1) Hand digging
 - 2) Pot holing
 - 3) Hydro / Vacuum excavation

- e. Maintain a minimum of 24” (tolerance zone) between the utility and the cutting edge or point of powered equipment.
 - f. When approaching and excavating within the tolerance zone of underground utility facilities with powered equipment, the Subcontractor must provide a spotter to visually monitor the excavation activity for any indication of the underground utility.
 - g. Conduct the excavation within the tolerance zone of the utility in a careful, prudent and non-destructive manner such as hand digging, hydro/vacuum excavation. Do not excavate within the tolerance zone with any powered equipment.
 - h. Review area(s) of work to verify there are no power lines/overhead cables in the work area. If there are, a plan must be approved by the Contractor prior to proceeding.
5. Demolition (sub-surface):
- a. When demoing existing utilities, the same procedures listed in section 1.2-B.4 must be followed.
 - b. When demoing existing structures, the Contractor’s demolition checklist must be completed prior to commencement.

1.3 ASSIGNMENT OF RESPONSIBILITY

- 1. Contractor shall provide all record documents for the Subcontractor to use to locate new / existing utilities.
- 2. Subcontractor shall include all costs to achieve the requirements listed in this specification section.

END OF SECTION 01 45 16

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SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities and controls, support facilities, and security and protection facilities.

1.2 REGULATIONS

- A. Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to:
 - 1. Building code requirements
 - 2. Health and Safety requirements
 - 3. Utility company requirements
 - 4. Police, fire department and rescue squad rules
 - 5. Environmental protection regulations.
- B. Inspections: Each temporary utility shall be tested prior to use as per the local authority having jurisdiction.

1.3 ASSIGNMENT OF RESPONSIBILITY

- A. The Contractor shall assign specific responsibility for installation, maintenance and removal of certain temporary facilities below.
- B. Items that have no specific responsibility assigned to them shall apply to each and every Subcontractor.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Subcontractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period.

PART 2 - LISTING OF REQUIREMENTS

2.1 TEMPORARY POWER AND LIGHTING

A. Summary

1. Each Subcontractor shall provide temporary power and lighting for construction purposes as needed after mobilization, as noted in the project schedule, or as coordinated with the Contractor. Each Subcontractor shall provide their own generators to provide their own power as required.
2. Non-corded battery powered tools are preferred. However, if corded tools are required each Subcontractor shall provide their own extension cords as necessary. Extension cords, if used, must remain suspended by non-conducting materials 9' above finished floor elevation and relocated as necessary to facilitate the work.

B. Temporary Electric – General Requirements

C. Temporary Lighting

1. Any temporary lighting required by other trades or more stringent than what is describe herein is to be furnished by the trade requiring the lighting at their cost.

D. Electrical work shall conform to requirement of the National Electrical Code and all federal, state and local requirements. The Electrical Subcontractor shall obtain and pay for applications, permits, and inspection pertaining to this work.

2.2 SANITARY FACILITIES

- #### **A. Temporary toilet facilities for all workers to utilized for the duration of the project to be by CM. Provide number of units as appropriate for number of workers on-site. Final Cleaning to be provided by this contractor following use.**

2.3 TEMPORARY WATER

- #### **A. Each Subcontractor shall provide its own drinking water and water required for this scope of work.**

2.4 FIELD OFFICES AND SHEDS

- #### **A. Any Subcontractor requiring office or storage trailers or sheds shall request space for such through the Contractor. There will limited areas for materials storage on the project site. Each Subcontractor shall be responsible for installation, maintenance and removal of their storage facilities. Prior approval by CM is required.**

2.5 ON-SITE MATERIAL STORAGE

- A. The Contractor shall designate a lay-down area for stored materials. Said areas shall be kept neat and orderly by those subcontractors using it. An area in Lot E will be provided but space will be limited.

2.6 TEMPORARY ROADS AND PAVING

- A. Each Subcontractor shall take measures to minimize mud and debris which might be tracked or fall onto existing roads. Any mud, debris, etc is the responsibility of the contractor responsible.

2.7 TEMPORARY PARKING

- A. Parking is on a paid basis only.

2.8 DEWATERING FACILITIES AND DRAINS

- A. Maintain the site, excavations and construction free of water.
- B. Comply with individual specification section requirements. If none stated in the specification section, comply with Division 2 sections.

2.9 CONSTRUCTION AND PERSONNEL HOISTING

- A. All Subcontractors shall be responsible for providing their own hoisting.

2.10 CONSTRUCTION SIGNAGE

- A. The Contractor will provide jobsite directional signage and project identification signage.
- B. No other signage will be permitted.

2.11 SITE SECURITY

- A. Each Subcontractor shall be responsible for securing their materials, tools, and equipment.
- B. There will not be any security provided after hours.

2.12 TEMPORARY FIRE PROTECTION

- A. Temporary fire protection measures are to be used until permanent fire protection systems are active and have been inspected and approved by local authorities. Each Subcontractor shall be responsible for providing their own fire protection measures.

- B. Install and maintain temporary fire protection facilities to comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding construction, Alterations, and Demolition Operations." They shall be UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- C. Locate fire extinguishers where convenient and effective for intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
- D. Store combustible materials in containers in fire safe locations.
- E. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
- F. Provide supervision of welding operations, combustion type temporary heating units and similar sources of fire ignition.
- G. In addition to each Subcontractor's own fire extinguisher requirements, the Contractor shall provide fire extinguishers at each floor and near each stair per OSHA regulations.

2.13 CONSTRUCTION DEBRIS HANDLING

- A. TC-02 shall provide dumpster(s) for debris and waste materials generated from construction operations of this contractor. This dumpster shall be used for disposal of materials from this project site only. It shall be emptied promptly when full.
- B. Each Subcontractor shall be responsible for transporting their own debris and waste materials to the dumpster.
- C. Subcontractors performing demolition activities shall provide their own means for removal of debris and demolished materials from the site. The aforementioned dumpster shall not be used for demolition debris, concrete, or concrete washing.

2.14 BARRICADES, WARNING LIGHTS AND SIGNS

- A. Subcontractors shall erect and maintain barricades, warning lights and signs necessary to protect other personnel, the public and the Work. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Illuminate when used during periods of darkness.
- B. Provide barricades, identification and illumination as required around excavation hazards.

END OF SECTION 01 50 00

SECTION 017329
CUTTING AND PATCHING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Requirements for all cutting (including excavation), fitting, and patching required to:
 - 1. Cut and patch at interface of new work at existing construction.
 - 2. Remove and replace portions of the Work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work or work not conforming to requirements of Contract Documents.
 - 4. Remove samples of installed work as specified for testing, and subsequent patching/replacement.
- B. Refer to General Conditions also.

1.2 SUBMITTALS

- A. Requests for Construction Manager's Consent:
 - 1. Prior to cutting that affects structural safety, submit written request to Construction Manager for permission to proceed with cutting.
 - 2. Should conditions of the Work, or schedule, indicate a required change of materials or methods for cutting and patching, so notify Construction Manager and secure written permission from Construction Manager and the required change order prior to proceeding.
- B. Notices to Construction Manager:
 - 1. Prior to cutting and patching performed pursuant to Construction Manager's instructions, submit cost estimate to Construction Manager. Secure Construction Manager's approval of cost estimates and type of reimbursement before proceeding with cutting and patching.
 - 2. Submit written notice to Construction Manager designating the time work will be uncovered, to provide for Construction Manager's observation.

1.3 QUALITY ASSURANCE

- A. Coordinate with work of other Contractors and subcontractors to minimize cutting and patching.
- B. Perform cutting and patching with adequate numbers of skilled workmen who are trained and experienced in the necessary crafts and who are familiar with the specified requirements and methods needed for proper performance of the work.
- C. Patching shall match the adjacent surfaces, shall meet code requirements, and shall be performed by trade specializing in the work requiring patching.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Comply with Sections and standards for each specific product involved.

2.2 PAYMENT FOR COSTS

- A. Perform cutting and patching required by Contract Documents at no additional cost to Owner. Owner will reimburse Contractor for cutting and patching performed pursuant to a written change order.
- B. Any cost caused by defective or ill-timed work shall be borne by the party responsible for the defective or ill-timed work.

PART 3 EXECUTION

3.1 PREPARATION

- A. Inspect existing conditions of the Project Site, including elements subject to damage or movement during cutting and patching.
- B. Provide adequate temporary support as necessary to assure the structural value or integrity of affected portion of work.
- C. Provide devices and methods to protect other portions of the Project from damage.
- D. Provide protection from weather, exposure, etc for that portion of the Project that may be exposed by cutting and patching work.

3.2 INSTALLATION

- A. Execute cutting and demolition by methods that will prevent damage to other work and will provide proper surfaces to receive installation of repairs.

- B. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Exposed-to-view finished surfaces.
- C. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- D. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.
- E. Where new work requires cutting and patching of existing conditions, patch adjacent areas and interface new work with existing to provide a finished construction of like materials, finishes, quality, and function at the existing conditions. Make all repairs, patches, fillings, etc., to the satisfaction of Owner, Construction Manager, and Architect.

END OF SECTION

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SECTION 017700

CLOSEOUT PROCEDURES AND SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project requirements to be fulfilled near the end of Contract Time in preparation for final acceptance and occupancy of the Work by the Owner.

1.2 RELATED SECTIONS

- A. Section 007200 - General Conditions.
- B. Section 013300 - Submittals.
- C. Section 014000 - Quality Requirements.
- D. Section 015000 - Construction Facilities and Temporary Controls.
- E. Specific additional requirements for individual units of Work are included in the associated Specifications Sections.

1.3 COORDINATION

- A. Each Contractor and subcontractor shall comply with provisions of this Section.
- B. Subcontractors shall make all submittals and requests specified in this Section to Contractor as required. Contractor shall:
 - 1. Keep a log of all submittals and requests.
 - 2. Review all submittals and requests.
 - 3. Transmit submittals and requests to Construction Manager with a cover letter itemizing all submittals and requests being transmitted along with a statement indicating for each item Contractor's best judgment as to the appropriateness of the submittal or request.

1.4 QUALITY ASSURANCE

- A. Prior to requesting inspection, Contractor shall review Work and confirm that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.5 PREREQUISITES TO SUBSTANTIAL COMPLETION

- A. General: Before requesting inspection for Certificate of Substantial Completion, either for all the Work or for portions of the Work, complete the following items. List known exceptions in the request.
1. Items required for Substantial Completion per Section 007200.
 2. In the progress payment request that coincides with, or is the first request following, the date Substantial Completion is claimed, show either 100% completion for the portion of the Work claimed as substantially complete, or list incomplete items, the value of incomplete work, and the reasons for the incomplete work. Include supporting documents for completion that are required by the Contract Documents. Include a statement showing an accounting of changes to the Contract Sum to date.
 3. Advise the Owner and Construction Manager of pending insurance change-over requirements and provisions for continuing the performance bond through the warranty period.
 4. Submit operations, maintenance, and data manuals, and materials, including spare and replacement parts and special maintenance tools, if required by manufacturer for proper maintenance.
 5. Submit specific warranties, guarantees, workmanship/maintenance bonds, maintenance agreements, final certifications, and similar documents for those items whose warranties, guarantees, bonds, etc. commence on the date of Substantial Completion.
 6. Discontinue or change over and remove temporary facilities and services from the Project Site, along with construction tools and facilities, and similar elements.
 7. Complete cleaning requirements.
- B. Inspection Procedures:
1. Upon receipt of Contractor's request for inspection, the Construction Manager and Architect will either proceed with inspection or advise the Contractor of unfilled prerequisites.
 2. Following initial inspection, the Construction Manager and Architect will prepare the Certificate of Substantial Completion or will advise Contractor of Work which must be performed before the Certificate can be issued. Construction Manager and Architect will repeat the inspection when requested and when assured that the Work is substantially complete.
 3. Results of the completed inspection will form the initial punch list for final acceptance.

1.6 PREREQUISITES TO FINAL COMPLETION

- A. General: Before requesting final inspection for Certificate of Final Acceptance and final payment, complete the following items. List known exceptions, if any, in the request.
 - 1. Items required for Final Completion per Section 007200.
 - 2. Submit the final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required. Include an updated final statement accounting for final additional changes to the Contract Sum.
 - 3. Submit a copy of the Construction Manager and Architect's final punch list stating that each item is complete or otherwise resolved for acceptance.
 - 4. Submit consent of Surety.
 - 5. Submit evidence of final, continuing insurance coverage complying with the insurance requirements of the Conditions of the Contract.
 - 6. Submit affidavits as required by the Ohio Mechanics lien law.
 - 7. Submit Prevailing Wage Compliance Certificates.
 - 8. Submit Record Documents, final project photographs, damage or settlement survey and similar final record information.
- B. Re-inspection Procedure:
 - 1. Construction Manager and Architect will re-inspect the Work upon receipt of Contractor's notice that the Work, including punch list items resulting from earlier inspections, is complete except for those items whose completion was delayed because of circumstances acceptable to the Owner.
 - 2. Upon completion of re-inspection, the Construction Manager and Architect will either prepare a certificate of final acceptance, or they will advise Contractor of Work that is incomplete or of obligations not fulfilled, but required, for final acceptance.
 - 3. If necessary, the re-inspection procedure will be repeated.

1.7 PROJECT RECORD DOCUMENTS

- A. Provide Record Documents in electronic format to the Construction Manager for all aspects of the Project.

1. Show all changes from the Contract Documents made during the Work. Unless noted otherwise, indicate changes in red notations on pdf's of Construction Documents. Make notations in a neat and legible manner on the pdf's, with additional explanatory drawings or sketches as necessary.
 2. Submit Record Documents in electronic formats described in Article 9 of the General Conditions and Section 011100 – Summary of Work.
- B. Record Documents shall be complete and incorporate information from subcontractors. Ensure that Record Documents indicate the following:
1. Correct location of Work items and equipment where it differs from the location shown on Drawings.
 2. Survey information, specifically including new and existing foundation locations and new and existing utility documentation.
 3. Specific items and requirements listed in individual specification Sections.
 4. Other information of a pertinent or useful nature.
- C. Submit the completed set of Record Documents as specified in 1.7 above, unless noted otherwise within individual specification Sections.
- D. Refer also to individual specification Sections for specific additional requirements for Record Documents.

1.8 GUARANTEES AND WARRANTIES

- A. Before requesting inspection for Substantial Completion, submit to the Construction Manager the certificates of guarantee and warranty required by the Specifications.

1.9 CLOSEOUT PROCEDURES

- A. Except as otherwise indicated or requested by the Construction Manager, remove temporary protection devices and facilities installed during the Work to protect existing or previously completed Work.
- B. Comply with safety standards and governing regulations for cleaning operations. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the Project Site and dispose of in a lawful manner. Where extra materials remain after completion of associated work, dispose of these materials as directed by the Construction Manager.

1.10 PROJECT CLOSEOUT SUBMITTAL CHECKLIST

- A. Each Contractor and subcontractor shall submit to Construction Manager its

portion of the following documents, as applicable, in accordance with all requirements of the Contract Documents:

1. Project Record Documents (As-Built).
2. Operation and maintenance manuals (and materials, where specified for mechanical and electrical equipment). Provide manuals in electronic format, as well as three (3) hard copies of each manual bound in three-ring binders.
3. Operation and maintenance data (in electronic format) and materials for operating items other than mechanical and electrical equipment, where specified.
4. Maintenance materials and spare parts.
5. Maintenance data (in electronic format) and materials for finish materials, where specified.
6. Replacement materials.
7. Special maintenance tools, if required by manufacturer for proper maintenance, or if specified.
8. Guarantees, warranties and bonds.
9. Affidavits.
10. Evidence of compliance with requirements of governing authorities as applicable.
11. Release of liens and other related project closeout data, as indicated in General Conditions.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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SECTION 024100

DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Protection for structures, utilities, and other improvements that are to remain.
- B. Selective demolition of designated construction.
- C. Removal of materials from site.
- D. Salvage and storage of removed materials.
- E. Abandonment of utilities.

1.2 RELATED SECTIONS

- A. Section 310000 - Earthwork.

1.3 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of General Conditions and Section 017700.

1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable laws, ordinances, and the Cincinnati - Ohio Building Code for demolition of structures, safety of adjacent structures, dust control, runoff control, and disposal.
- B. Comply with applicable requirements of NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.
- C. Obtain required permits from authorities (except for any permits that Construction Manager is responsible for obtaining for the Project – refer to Section 014216).
- D. Notify affected utility companies before starting work and comply with their requirements.
- E. Do not close or obstruct roadways, sidewalks, and hydrants without permits.
- F. Do not close or obstruct egress width to any building or site exit.
- G. Do not disable or disrupt fire or life safety systems without three business days

prior written notice to Owner and Construction Manager.

- H. Conform to applicable regulatory procedures when discovering hazardous or contaminated materials.
- I. Comply with ODOT Construction and Material Specifications and City of Cincinnati Supplement to ODOT Construction and Material Specifications.

1.5 SEQUENCING

- A. Coordinate work with the Construction Schedule and Construction Manager.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 PREPARATION

- A. Provide, erect, and maintain temporary barriers and security devices at locations indicated and as required by regulatory requirements. Prevent spread of dust, odors, and noise. Refer to Erosion Control Plan for additional information.
- B. Protect existing structures, utilities, landscaping, materials, and appurtenances which are not to be demolished.
- C. Prevent movement or settlement of adjacent structures.
- D. Notify affected utility companies before starting work and comply with their regulations. Locate utilities prior to starting Work.

3.2 DEMOLITION REQUIREMENTS

- A. Conduct demolition to minimize interference with adjacent structures and utilities.
- B. Conduct operations with minimum interference to public or private accesses. Maintain protected egress and access at all times.
- C. Sprinkle Work with water to minimize dust. Provide water trucks or hoses and water connections for this purpose.
- D. Notify Construction Manager if asbestos-containing materials are encountered during demolition.

3.3 DEMOLITION

- A. Use only procedures that will not damage existing construction.

- B. Do not remove any part of the work that will leave the remaining work unstable.
- C. If deteriorated materials, not intended for removal, are encountered during demolition, stop all work in that area and notify Construction Manager and Owner immediately.
- D. Demolish and remove existing construction only to the extent indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
 - 1. Proceed with demolition systematically.
 - 2. Remove dangerous or unsuitable materials and promptly dispose of off-site.
 - 3. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
- E. Remove demolished materials from site, frequently and promptly.
- F. Do not burn or bury materials on site. Leave site in clean condition.
- G. Remove temporary work.

3.4 SURVEY AND DOCUMENTATION OF CONDITIONS

- A. Provide the services of a professional surveyor registered in the State of Ohio. As Work progresses, and before excavations are backfilled, surveyor shall survey and record on Record Drawings the location, elevation, orientation, and size of:
 - 1. Utilities, manholes, and catch basins encountered.
 - 2. At ends of removed utilities, where a portion of the existing utility is to remain, survey location, size, and depth/invert of the utility.
 - 3. Existing foundations scheduled to remain.
 - 4. Other features encountered and requested to be recorded by the Construction Manager, Architect, or Owner.

3.5 ABANDONMENT OF UTILITIES

- A. At ends of removed utilities, where a portion of the existing utility is to remain: fill, cap, seal, and abandon utility in accordance with Utility's requirements and recommendations.

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SECTION 081100
STEEL DOORS AND FRAMES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pressed steel hollow metal doors and frames.

B. Related Sections:

1. Section 087100 – Door Hardware.
2. Section 099100 – Painting.

1.2 REFERENCES

- A. Specified American National Standards Institute (ANSI) Standards.
- B. Specified American Society for Testing and Materials (ASTM) Standards.
- C. Door and Hardware Institute “Recommended Locations for Builders Hardware for Standard Steel Doors and Frames.”
- D. National Fire Protection Association (NFPA) Standard No. 80.
- E. Steel Door Institute (SDI) references:
 1. SDI-100: Recommended Specifications – Standard Steel Doors and Frames.
 2. SDI-105: Recommended Erection Instructions for Steel Frames.
 3. SDI-117: Manufacturing Tolerances – Standard Steel Doors and Frames.

1.3 SUBMITTALS

- A. Product Data: For each type of door and frame specified, include details of construction, materials, dimensions, hardware preparation, core, label compliance, sound ratings, profiles, and finishes.
- B. Shop Drawings: Show fabrication and installation of standard steel doors and frames. Include details of each frame type, elevations of door design types, conditions at openings, details of construction, location and installation requirements of door and frame hardware and reinforcements, and details of joints and connections. Show

anchorage and accessory items.

- C. Label Construction Certification: For door assemblies required to be fire rated and exceeding limitations of labeled assemblies, submit manufacturer's certification that each door and frame assembly has been constructed to conform to design, materials, and construction equivalent to requirements for labeled construction.

1.4 QUALITY ASSURANCE

- A. Provide doors and frames complying with ANSI/ADI-100 and as herein specified.
- B. Fire-Rated Door Assemblies: Units that comply with NFPA 80, are identical to door and frame assemblies whose fire resistance characteristics have been determined per ASTM E 152 and which are labeled and listed by UL, Factory Mutual, Warnock Hersey, or other testing and inspecting organization acceptable to authorities having jurisdiction.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver doors and frames cardboard-wrapped or crated to provide protection during transit and job storage.
- B. Inspect doors and frames upon delivery for damage. Minor damage may be repaired provided refinished items are equal in all respects to new work and acceptable to Architect and Owner; otherwise, remove and replace damaged items as directed.
- C. Store doors and frames under cover at building site. Place units on minimum 4-inches high wood blocking. If cardboard wrapper on door becomes wet, remove carton immediately. Provide ¼" spaces between stacked doors to promote air circulation.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify openings by field measurements before fabrication and indicate measurements on shop drawings.
- B. Do not install rusted doors or frames.

1.7 COORDINATION

- A. Coordinate installation of anchorages for standard steel frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, anchor bolts, and items with integral anchors, that are embedded in masonry. Deliver such items to Project site in time for installation.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide standard steel doors and frames by one of the following:

- 1. Ceco Corp.
- 2. Curries Company.
- 3. Republic Builders Products Corp.
- 4. Steelcraft Manufacturing Co.

2.2 MATERIALS

- A. Hot-Rolled Steel Sheets and Strip: Commercial quality carbon steel, pickled and oiled, complying with ASTM A569 and ASTM A568.
- B. Cold-Rolled Steel Sheets: Commercial quality carbon steel, complying with ASTM A366 and ASTM A568.
- C. Supports and Anchors: Fabricate of not less than 18-gage sheet steel.
- D. Inserts, Bolts, Fasteners: Manufacturer's standard units.
- E. Shop Applied Paint: Rust-inhibitive primer, either air-drying or baking, suitable as a base for specified finish paints.
- F. Supports and Anchors: After fabricating, galvanize units to be built into exterior walls according to ASTM A153, Class B.
- G. Inserts, Bolts, and Fasteners: Hot-dip galvanizing per ASTM A153.
- H. Grout: Comply with ASTM C476, with a slump of 4 inches for standard steel door frames built into concrete or masonry, as measured according to ASTM C143.
- I. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

2.3 DOORS

- A. ANSI/SDI-100, Grade III, extra heavy-duty, Model 2 seamless, minimum 14 gauge, cold-rolled sheets steel faces, hot dipped galvanized per ASTM A525 - G60. Top channel turned web up to eliminate dirt pockets.

2.4 FRAMES

- A. Provide metal frames for doors; types and styles as shown on Drawings.

- B. Joints machine mitered, arc-welded on faces, and ground smooth.
- C. Minimum gages: 12 gauge.
- D. Hot-dipped galvanized per ASTM A525 - G60.
- E. Wall Anchors: Adjustable T-shaped, corrugated stirrup and strap, or wire anchors; minimum 3 per jamb of the following minimum sizes:
 - 1. T-shaped: 18 gauge, 3 inches by 10 inches.
 - 2. Strap: 18 gauge, 2 inches by 10 inches.
 - 1. Wire: 0.156 inch.
- F. Floor Anchors: Minimum 18 gauge welded to each jamb.
- G. Spreader Bars: Provide one removable spreader bar at frames under 6 inches deep, two at frames 6 inches or deeper, tack welded to bottom of jambs.
- H. Door Silencers:
 - 1. Manufacturer's Standard.
 - 2. Three (3) per single door. Two (2) silencers on head of double door frames.
 - 3. Drill holes for door silencers; ship loose.
- I. Plaster Guards: Provide minimum 26-gage steel plaster guards or mortar boxes at back of hardware cutouts where mortar or other materials might obstruct hardware operation and to close off interior of openings.

2.5 FABRICATION

- A. Fabricate steel door and frame units to be rigid, neat in appearance and free from defects, warp, or buckle. Wherever practicable, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory-assembled before shipment, to assure proper assembly at project site. Comply with ANSI/SDI-100 requirements.
- B. Internal Construction: Manufacturer's standard honeycomb, polyurethane, polystyrene, unitized steel grid, vertical steel stiffeners, or rigid mineral fiber core with internal sound deadener on inside of face sheets where appropriate in accordance with SDI standards.
- C. Clearances:

1. Jambs and heads: $\frac{1}{8}$ inch.
 2. Meeting edges, pairs of doors: $\frac{1}{4}$ inch.
 3. Bottom where no threshold occurs: $\frac{3}{4}$ inch.
 2. Bottom at threshold: $\frac{1}{8}$ inch above threshold.
- D. Fabricate exposed faces of doors and panels from only cold-rolled steel.
- E. Tolerances: Comply with SDI 117.
- F. Fabricate frames, concealed stiffeners, reinforcement, edge channels, and moldings from either cold-rolled or hot-rolled steel.
- G. Exposed Fasteners: Unless otherwise indicated, provide countersunk flat or oval heads for exposed screws and bolts.
- H. Hardware Preparation:
1. Prepare units to receive finish hardware, including cutouts, reinforcing, drilling, and tapping with templates from hardware supplier in compliance with ANSI A115.
 2. Door reinforcing plates: 8 gauge for hinges; 14 gauge for closure; 16 gauge for other hardware.
 3. Frame reinforcing plates: 8 gauge for hinges; 16 gauge for other reinforcement.
 4. Cover boxes for cutouts: 26 gauge welded to back of frame.
 3. Provide set bolts or spacers for through-bolted hardware.
 6. Location of hardware: Locate hardware per "Recommended Locations for Builders Hardware for Standard Steel Doors and Frames" by Door and Hardware Institute. Comply with requirements for handicapped.
- I. Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for surface-applied hardware may be done at project site.
- J. Shop Painting: Clean, treat, and apply primer to exposed surfaces of steel door and frame units.
1. Clean steel surfaces of mill scale, rust, oil, grease, dirt, and other foreign materials before application of paint.
 2. Apply shop coat of prime paint of even consistency to provide a uniformly finished surface ready to receive and compatible with finish paint.

PART 3 EXECUTION

3.1 INSTALLATION

A. General:

1. Install standard steel doors, frames, and accessories in accordance with final shop drawings, manufacturer's data, and as herein specified.
2. Install in accordance with reference standard criteria for squareness, alignment, twist, and plumbness.

B. Placing Frames: Comply with provisions of SDI-105.

1. Place frames prior to construction of new enclosing walls and ceilings, unless otherwise noted. Set frames accurately in position, plumbed, square, aligned, and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreader leaving surfaces smooth and undamaged.
2. In masonry construction, locate 3 wall anchors per jamb adjacent to hinge location on hinge jamb and at corresponding heights on strike jamb.
3. Install fire-rated frames in accordance with NFPA Standard No. 80.
4. Field apply bituminous coating to backs of frames that are filled with grout containing anti-freeze agents.
5. Coordinate installation with masonry wall installation, to allow solidly filling space between frames and masonry with grout.

C. Door Installation: Fit hollow metal doors accurately in frames, within clearances specified in ANSI/SDI-100.

1. Install fire-rated doors with clearances as specified in NFPA Standard No. 80.

3.2 ADJUSTING AND CLEANING

A. Prime Coat Touch-up: Immediately after erection, sand smooth any damaged areas of prime coat and apply touch-up of compatible air-drying primer, ready for finish painting per Section 099100.

B. Final Adjustments:

1. Check and readjust operating hardware items, leaving steel doors and frames undamaged and in complete and proper operating condition.

2. Adjust doors to proper fit and swing; leave in proper noise-free operating condition acceptable to Architect.
3. Adjust hardware for proper noise-free operation and function, acceptable to Architect and Owner.

C. Cleaning:

1. Remove grout and other bonding material from hollow metal work immediately after installation.
2. Clean exposed door and frame surfaces to paintable condition acceptable to Architect.
3. Clean hardware surfaces to new condition.

END OF SECTION

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SECTION 087100
DOOR HARDWARE

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes:
 - 1. Hardware for hollow metal doors.
- B. Related Sections:
 - 1. Section 081100 - Steel Frames and Doors.

1.2 REFERENCES

- A. ANSI A117.1 - Specification For Making Buildings and Facilities Accessible To and Usable By Physically Handicapped People.
- B. ADA Accessibility Guidelines For Buildings and Facilities.
- C. ANSI/BHMA – A156.13 Series 1000 Grade 1, Mortise Locks and Latches.
- D. ANSI/NFPA 101 – Life Safety Code.
- E. UL – Underwriters Laboratories.
- F. ANSI A250.6 – Application of Hardware.

1.3 REGULATORY REQUIREMENTS

- A. Comply with Ohio Building Code and ADA standards.
- B. Comply with specifications and testing procedures in Ohio Building Code for fire-rated openings. Provide door hardware for fire-rated openings that complies with NFPA Standard No. 80 and requirements of authorities having jurisdiction. Provide only items of door hardware that are listed by UL, Warnock Hersey, FM, or other testing and inspecting organization acceptable to authorities having jurisdiction.

1.4 SUBMITTALS

- A. Product Data: Manufacturer's data for each item of door hardware including installation instructions, maintenance of operating parts and finishes, and other information necessary to show compliance with requirements.

B. Final Hardware Schedule:

1. Contents: Organize schedule into hardware sets indicating complete designations of every item required for each door or opening. Include the following information:
 - a. Type, style, function, size, and finish of each hardware item.
 - b. Name and manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of each hardware set cross-referenced to floor plans and door and frame schedule.
 - e. Explanation of all abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for hardware.
 - g. Door and frame sizes and materials.
2. Submittal Sequence: Submit final schedule at earliest possible date particularly where acceptance of hardware schedule must precede fabrication of other work that is critical in the project construction schedule. Include with the schedule product data, samples, shop drawings of other work affected by door hardware, and other information essential to the coordinated review of schedule.
3. Keying Schedule: Submit separate detailed schedule indicating clearly how the Owner's final instructions on keying of locks has been fulfilled.

C. Templates for doors, frames, and other work specified to be factory prepared for the installation of door hardware. Check shop drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

D. Samples of each door hardware type required, in specified finish. Tag for identification and location. Approved full-size samples may be returned and incorporated into work.

1.5 QUALITY CONTROL

- A. Single Source Responsibility: Obtain all items of hardware of each type from same manufacturer.
- B. Supplier Qualifications: Recognized architectural door hardware supplier employing a full-time experienced Architectural Hardware Consultant.
- C. Service: Supplier shall respond immediately for service calls and a 12-month call-back period from contractor and Owner for service, repair, or replacement of faulty hardware

which does not function as scheduled or as manufactured.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packaging of door hardware, on a set by set basis, is responsibility of supplier.
- B. Provide secure lock-up for door hardware delivered to the project, but not yet installed. Control handling and installation of hardware items that are not immediately replaceable so that completion of the work will not be delayed by hardware losses both before and after installation.

1.7 WARRANTIES

- A. General Warranty: As provided for in other contract document requirements.
- B. Special Warranties:
 - 1. Ten (10) years from date of Final Completion: Manual closers, mortise locksets.
 - 2. Five (5) years from date of Final Completion: Exit devices.
 - 3. One (1) year from date of Final Completion: Flat goods, trim, stops, bolts, thresholds, weather-stripping.

1.8 MAINTENANCE

- A. Provide all adjustment and maintenance tools, and maintenance manuals, recommended by hardware manufacturer.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Standards and Substitutions:
 - 1. All catalog numbers listed in hardware sets are from current catalog of manufacturers listed below under "Manufacturer Listed", and shall be considered as standards. Contractor may at his option provide equivalent products of the other manufacturers listed below under "Other Approved Manufacturers", except where the comment "No Substitution" is made.
- B. Manufacturer List:

ITEMS	STANDARD SPECIFIED	APPROVED SUBSTITUTION
Butt Hinges	McKinney	Hager, Stanley
Mortise Locksets	Sargent	Russwin/Corbin

Closers	Sargent 281 Series	LCN 4040 Series Heavy Duty
Cylinders	Best Peaks	No Substitution
Thresholds	National Guard	Pemko, Hager
Door Seals	National Guard	Pemko Hager
Weatherstripping	National Guard	Pemko, Hager
Stops	Rockwood	Trimco, Hager
Push-Pulls	Rockwood	Pemko, Hager
Kickplates	Rockwood	Pemko, Hager
O.H. Holders	Sargent	Glynn-Johnson
Exit Devices	Sargent	Von Duprin, Precision

2.2 MATERIALS AND FABRICATION

- A. Base Metals: Produce hardware units of basic metal and forming method indicated using manufacturer's standard metal alloy, composition, temper, and hardness, but in no case of lesser (commercially recognized) quality than specified for applicable hardware units for finish designations indicated.
- B. Fasteners:
 1. Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation. Do not provide hardware that has been prepared for self-tapping sheet metal screws.
 2. Furnish screws for installation with each hardware item. Provide Phillips flathead screws except as otherwise indicated.
 3. Finish exposed screws to match hardware finish or, if exposed in surfaces of other work, to match finish of this other work as closely as possible including "prepared for paint" surfaces to receive painted finish.
 4. Provide concealed fasteners for hardware units that are exposed when door is closed except to the extent no standard units of type specified are available with concealed fasteners.
 5. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work.
 6. Provide **security-type fasteners** where listed in hardware sets.

2.3 HINGES

- A. Exterior Door Type, heavy duty, 5-knuckle anti-friction.
- B. Base Metal: All stainless steel (hinge, pin body, head, etc).
- C. Hinge Pins: Non-removable pins or safety studs, with flat button and matching plug, finished to match leaves.

D. Minimum Number of Hinges:

1. 3 hinges per door leaf for doors 90 inches or less in height.
2. Provide one additional hinge for each 30 inches or fraction thereof of additional height.
3. Fire-Rated Doors: Not less than 3 UL Listed hinges per door leaf for doors 90 inches or less in height with same rule for additional hinges.

E. Hinge Sizes: 4-1/2" x 4-1/2" for doors up to 36" wide; 5" x 4-1/2" for doors over 36" wide.

2.4 LOCKS AND LOCKSETS

- A. Heavy duty mortise locks with lever trim and 2-piece anti-friction latchbolts, UL listed, complying with ANSI A 156.13, Series 1000, Grade 1.
- B. Strikes: Provide manufacturer's standard wrought box strike for each latch or lock bolt, with flat lip strikes for locks with 2-piece anti-friction latchbolts as recommended by manufacturer.
- C. Bolt Throw:
1. Provide 3/4 inch minimum throw of latch for mortise locks.
 2. Provide 1 inch minimum throw for all dead bolts.
 3. Comply with UL requirements for throw of bolts and latch bolts on rated fire openings.
- D. Levers: Solid cast.

2.5 LOCK CYLINDERS AND KEYING

- A. Final keying requirements shall be determined by the Owner or the Owner's agent in a meeting with the hardware supplier for the project **according to the existing keying system implemented in the facility. No substitutions.**
- B. Provide construction master key system for use during construction period. Use of permanent keys to void operation of construction master key.
- C. Locks to be Grand Master Keyed and Master Keyed in sets.
- D. Provide additional permanent combined cores under each Master Key set for Owner's reserve.

- E. Provide Visual key control for keys only. Stamp keys with “Do Not Duplicate”.
- F. Provide keys of nickel silver only.
- G. Key Quantity:
 - 1. Furnish 2 change keys for each lock, and one master key.
 - 2. Furnish 1 additional key blank for each lock.
 - 3. Deliver permanent keys to Owner or Owner’s Representative only. Obtain signed receipt from owner when keys are accepted.

2.6 EXIT/PANIC DEVICES

- A. Provide touch bar type exit device for each door leaf when listed in the hardware set, with stainless steel rail assemblies, and matching lever/lockset trim.
- B. UL Listed, complying with ANSI/BHMA A 156.3, Grade 1.
- C. Strikes:
 - 1. Provide recess type top strikes for bolts locking into head frames, unless otherwise indicated.
 - 2. Provide dust-proof strikes for foot bolts, except where special threshold construction provides non-recessed strike for bolt.
 - 3. Provide roller type strikes where recommended by manufacturer of the latch and lock units.
- D. Lock Throw: Comply with UL requirements for throw of bolts and latch bolts on rated fire openings.
- E. Exit Device Dogging: Except on fire-rated doors where closers are provided on doors equipped with exit devices, equip the units with allen-keyed dogging device to keep the latch bolt retracted, when engaged.
- F. Provide shim kits as required at no additional charge, if window lite trim does not permit rail assembly to lie flush with door surface.

2.7 CLOSERS

- A. ANSI A156.4, Grade 1 with 10-year warranty. Unless noted otherwise, comply with manufacturer’s recommendations for size of door closer unit depending on size of door, exposure to weather, and anticipated frequency of use.
- B. Provide adjustable units complying with NFPA 101 and ADA requirements for door

opening force and delayed action closing.

- C. Provide parallel arms for all overhead closers, unless noted otherwise.
- D. High-impact non-corrosive covers which completely conceal valves to discourage tampering.
- E. Finish: As scheduled.

2.8 FLUSH BOLTS

- A. Application: Provide pair (top and bottom) of manual or automatic flush bolts for doors as scheduled, meeting Federal Specification No. 1049.
- B. Flush Bolt Heads: Minimum of ½-inch-diameter rods of brass, bronze, or stainless steel with minimum 12-inch-long rod for doors up to 7'-0" in height. Provide longer rods as necessary for doors exceeding 7'-0" in height.
- C. Provide dust-proof strike for floor and/or threshold and strike for head frame.

2.9 DOOR PROTECTION PLATES

- A. Application: Provide mop plates, kick plates, and armor plates where indicated in hardware set.
- B. Fasteners: For metal plates, provide manufacturer's standard exposed fasteners for door trim units consisting of either machine screws or self-tapping screws with metal to match plate material.
- C. Fabricate edge trim of stainless steel to fit door thickness in standard lengths or to match height of protection plates.
- D. Fabricate protection plates not more than 1-1/2 inches less than door width on hinge side and not more than ½ inch less than door width on pull side. Stainless steel, 0.050 inch (U.S. 18 gage).

2.10 DOOR STOPS AND BUMPERS

- A. BHMA A156.16, Grade 1.
- B. Wall Stops: Cast type with rubber bumpers, with suitable fastening device for each wall condition.

2.11 WEATHERSTRIPPING AND SEALS

- A. General: Provide continuous weather stripping on exterior doors and smoke, light, or sound seals on interior doors where indicated or scheduled. Provide noncorrosive fasteners for exterior applications.

- B. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strip is easily replaceable and readily available from stocks maintained by manufacturer.
- C. Weather Stripping at Jambs and Heads: Provide bumper-type resilient insert and metal retainer strips, surface applied unless shown as mortised or semi-mortised, and of following metal, finish, and resilient bumper material:
 - 1. Metal: Extruded aluminum with natural anodized finish.
 - 2. Sealing material: Nylon Brush.
- D. Weather Stripping at Door Bottoms: Provide threshold consisting of contact-type resilient insert and metal housing of design and size shown and of following metal, finish, and resilient seal strip:
 - 1. Metal: Extruded aluminum with natural anodized finish.
 - 2. Sealing material: Nylon Brush.

2.12 THRESHOLDS

- A. Application: Except as otherwise indicated, provide metal threshold unit of type, size, and profile as shown at every exterior door opening and at other locations where indicated or scheduled. Comply with BHMA A156.21.
- B. Provide units not less than 4 inches wide, formed to accommodate change in floor elevation where indicated, fabricated to accommodate door hardware and to fit door frames, and as follows:
- C. Provide units with profile ½-inch or less in height to comply with ADA requirements.
- D. For means of egress doors, comply with NFPA 101.

2.13 HARDWARE FINISHES

- A. Unless noted otherwise, provide all exposed door hardware in the following standard finish: US32D (BHMA 630) - Satin Stainless Steel.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.
- C. Provide protective lacquer coating on all exposed hardware finishes of brass, bronze, and aluminum, except as otherwise indicated. The suffix "-NL" is used with standard finish designations to indicate "no lacquer."

PART 3 EXECUTION

3.1 INSTALLATION

- A. Mount hardware units at heights indicated in the following applicable publications, except as specifically indicated or required to comply with governing regulations and except as noted otherwise.
 - 1. Door and Hardware Institute “Recommended Locations for Builders Hardware for Standard Steel Doors and Frames.”
- B. Install each hardware item in compliance with the manufacturer’s instructions and recommendations. Where cutting and fitting is required to install hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation or application of surface protection with finishing work specified in Division 08 and 09 Sections. Do not install surface-mounted items until finishes have been completed on the substrates involved.
- C. Set units level, plumb, and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- D. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- E. Provide wiring for electrical security items if scheduled herein. Coordinate installation with electrical items not furnished by this Contractor.
- F. Install hardware in fire-rated doors in compliance with NFPA 80 and all Local code requirements.
- G. Install hardware in compliance with NFPA 101 and ADA.
- H. Convert construction cores to Owner’s permanent cores.

3.2 ADJUSTING, CLEANING AND DEMONSTRATING

- A. Adjust and check each operating item of hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate freely and smoothly or as intended for the application made.
- B. Clean operating items as necessary to restore proper function and finish of hardware and doors.
- C. Adjust door control devices to compensate for final operation of heating and ventilating equipment.
- D. Clean adjacent surfaces soiled by hardware installation.

- E. Instruct Owner's personnel in the proper adjustment and maintenance of door hardware and hardware finishes.

3.3 HARDWARE SCHEDULE

A. General:

1. Provide hardware for each door to comply with requirements of this Section, hardware set numbers indicated in door schedule, and in the following schedule of hardware sets.
2. Hardware sets are generic and only indicate basic types of items and lock functions. Refer to this Specification for manufacturer and product designation, required quantities, sizes, capacities, and finish or color, as applicable.
3. Hardware supplier shall furnish all related items, such as arms, brackets, plates, fasteners, etc., required for complete functional installation of scheduled hardware items.

HARDWARE SET #01 (Exterior Doors)

3 ea	Hinge	TA2314 4-1/2" x 4-1/2" US32D	McKinney
1 ea	Mortise Lock	36 8204 LNJ US32D	Sargent
1 ea	Cylinder	1E-74 C4 RP3 626 Peaks	Best
1 ea	Surface Closer	36 281-P10 EN	Sargent
1 ea	Door Stop	442 US32D	Rockwood
1 ea	Kickplate	K1050 8" x 40" US32D 3BE CSK	Rockwood
1 ea	Threshold	425 36"	Nat'l Guard
1 ea	Weatherstripping		Nat'l Guard

HARDWARE SET #02 (Interior Doors)

3 ea	Hinge	TA2314 4-1/2" x 4-1/2" US32D	McKinney
1 ea	Mortise Lock	36 8204 LNJ US32D	Sargent
1 ea	Cylinder	1E-74 C4 RP3 626 Peaks	Best
1 ea	Surface Closer	36 281-P10 EN	Sargent
1 ea	Door Stop	442 US32D	Rockwood
1 ea	Kickplate	K1050 8" x 40" US32D 3BE CSK	Rockwood

END OF SECTION

SECTION 099100
PAINTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Surface preparation, priming, and painting of the following, and items as noted on the Drawings:
 - 1. All interior walls (concrete block, drywall, etc).
 - 2. Metal joists and miscellaneous structure (after ceiling tiles removed).
 - 3. Ceilings (metal deck, drywall, etc).
 - 4. Metal doors and frames.
 - 5. Exposed-to-view MEP/FP items (piping, conduit, etc.).
 - 6. Miscellaneous items noted on the drawings.

1.2 WORK NOT INCLUDED

- A. **Do not field paint the following work:**
 - 1. Prefinished and natural finished items, including but not limited to prefinished equipment, finished mechanical and electrical equipment such as light fixtures and grilles.
 - 2. Non-ferrous metal surfaces including aluminum, stainless steel, chromium plate, and copper, except where noted to be painted.
 - 3. Operating parts and labels.

1.3 RELATED SECTIONS

- A. Section 081100 – Steel Doors and Frames.
- B. Divisions 26 for Electrical items to be painted.

1.4 REFERENCES

- A. ASTM D 16 – Terminology Related to Paint, Varnish, Lacquer, and Related Products.
- B. Structural Steel Painting Council (SSPC): SSPC-SP 1 – Solvent Cleaning.
- C. Structural Steel Painting Council (SSPC): SSPC-SP 2 – Hand Tool Cleaning.
- D. Structural Steel Painting Council (SSPC): SSPC-SP 3 – Power Tool Cleaning.
- E. Structural Steel Painting Council (SSPC): SSPC-SP 5/NACE 1 – White Metal Blast Cleaning.

- F. Structural Steel Painting Council (SSPC): SSPC-SP 10/NACE 2 – Near-White Metal Blast Cleaning.
- G. Structural Steel Painting Council (SSPC): SSPC-SP 13/NACE 6 – Surface Preparation of Concrete.

1.5 DEFINITIONS

- A. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- B. "Dry Film Thickness" as used herein means the thickness of a coat of paint in a fully cured state measured in mils (1/1000 inch).
- C. "Well-adhered" as used herein means materials that cannot be removed by lifting with a dull putty knife.

1.6 SUBMITTALS

- A. Submit manufacturer's product data and technical information including:
 - 1. Paint label analyses and application instructions.
 - 2. Each material and cross-referenced coating, finish system, and application, identified by manufacturer's catalog number and general classification.
 - 3. Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).
- B. Submit complete line of manufacturer's color samples for each product.
- C. Letter of approval per Paragraph 1.7.A.
- D. Prior project experience per Paragraph 1.7.B.
- E. Name and resume of persons per Paragraph 1.7.C.
- F. Manufacturer's sample warranty.

1.7 QUALITY ASSURANCE

- A. The contractor for this Section of work shall be approved in writing by the manufacturer and shall have no less than (3) years' experience in performance of similar work in size and complexity.
- B. All work under this Section shall be performed by Contractors which have successfully performed at least three verifiable years of projects similar to those involved in this Contract and three (3) or more prior projects in a climate similar to that for this project. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. All work under this Section shall be under the immediate control of the Contractor's superintendent(s) experienced in this type of work. The person(s) shall have

supervised three prior projects of similar magnitude and type, and shall be present during all operations. This person(s) shall be approved by the Owner.

- D. For paint systems with two or more finish coats, slightly tint the first and intermediate coats a different color. Demonstrate with sample boards or mock-ups.
- E. Pre-installation meeting to be held a minimum of one week prior to start of work. Meeting to be attended by the Construction Manager, Painting Trade Contractor, Architect, and representative of the paint manufacturer.
- F. Provide access to work area for Owner Representative or Architect to inspect quality of work, progress, and field conditions. Access to be completed during normal working hours. If access requires mechanical equipment (man-lift, swing stage, etc.), provide necessary operators.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to job site in original, new, and unopened packages and containers bearing manufacturer's name and label, and following information:
 - 1. Name or title of material.
 - 2. Fed. Spec. number, if applicable.
 - 3. Manufacturer's stock number and date of manufacture.
 - 4. Manufacturer's name.
 - 5. Contents by volume, for major pigment and vehicle constituents.
 - 6. Thinning instructions.
 - 7. Application instructions.
 - 8. Color name and number.
 - 9. Store materials and equipment in clean, dry, protected, and well-ventilated storage area approved by the Construction Manager. Keep storage area clean and accessible at all times. Protect from extreme heat and freezing.

1.9 PROTECTION

- A. Place paint or solvent soaked rags, waste, or other materials which might constitute a fire hazard in metal containers and remove from premises at the close of each day's work. Take every precaution to avoid damage by fire.
- B. Protect the work of all other trades against damage, marking or injury by suitable covering during the progress of the painting and finishing work. Repair any damage done.
- C. Protect and filter debris and chemicals from entering storm drains. Direct water runoff from all cleaning processes to the filtration system before allowing it to enter the storm drain system.

- D. During all cleaning operations, coordinate drain protection with the local municipality.

1.10 ENVIRONMENTAL REQUIREMENTS

- A. Install coating materials in strict accordance with all safety and weather conditions required by product literature or as modified by applicable rules and regulations of Local, State, and Federal authorities having jurisdiction.
- B. Fumes and dust shall be controlled to prevent harmful or undesirable effects in surrounding areas.
- C. When toxic or flammable solvents are used, the Contractor shall take all necessary precautions as recommended by the manufacturer. In all cases, the handling and use of toxic or flammable solvents, including adequate ventilation and personal protective equipment, shall conform to the requirements of the applicable safety regulatory agencies.
- D. Apply water base paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 Deg. F. (10 Deg. C.) and 90 Deg. F. (32 Deg. C.), unless otherwise permitted by paint manufacturer's printed instructions.
- E. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 Deg. F. (7 Deg. C.) and 95 Deg. F. (35 Deg. C.), unless otherwise permitted by paint manufacturer's printed instructions.
- F. Work shall not be conducted when there is a chance of surface temperature falling below 40 degrees F in the 24 hours following application.
- G. Schedule paint application to avoid or protect work areas from excessive dust and airborne contaminants during application and curing.
- H. Do not apply coatings in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 degrees F above the dew point; or to damp or wet surfaces, or when there is a chance of rain within 24 hours after application. (After application, surfaces should be protected from rain for not less than 6 hours).
 - 1. Allow wet surfaces to dry thoroughly and attain temperature and conditions specified before proceeding with or continuing coating operation.
 - 2. Work may continue during inclement weather only if areas and surfaces to be coated are enclosed and temperature within the area can be maintained within limits specified by manufacturer during application and drying periods.
- I. Apply paint to surfaces that are cured and dry per manufacturer's tolerances.

1.11 SEQUENCING

- A. Prior to beginning paint preparation, complete all concrete, masonry, and sealant repairs including curing periods.

1.12 WARRANTY

- 1. The manufacturer shall furnish a (5) year warranty to the Owner for all types of

new paint installed. New paint work shall be warranted against material defects, including but not limited to disbonding, inadequate preparation, cohesive failure, cracking, and ultraviolet exposure degradation.

- a. All required testing and quality assurance operations necessary to furnish warranty are Contractor and manufacturer's responsibility.

PART 2 PRODUCTS

2.1 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide primers, undercoats, and finish-coat materials that are compatible with one another and substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's highest grade of the products specified. Materials not displaying manufacturer's product identification are not acceptable.
- C. Colors:
 1. Walls & ceilings: As selected by Architect from custom color charts.
 2. Metal surfaces: As selected by Architect from custom color charts.
 3. MEP/FP items: As selected by Architect to match adjacent surfaces.
 4. Others surfaces: As selected by Architect from custom color charts.

2.2 MANUFACTURERS – CMU, CONCRETE & MASONRY SURFACES

- A. Subject to compliance with requirements, products of one of the following manufacturers:
 1. Sherwin Williams; Industrial Coatings (S-W).
 2. Tnemec Company, Inc. (Tnemec).
 3. Devoe Coatings. (Devoe).

2.3 MANUFACTURERS – METAL SURFACES

- A. Subject to compliance with requirements, products of one of the following manufacturers:
 1. Sherwin Williams; Industrial Coatings (S-W).
 2. Tnemec Company, Inc. (Tnemec).
 3. Carboline Company (Carboline).

PART 3 EXECUTION

3.1 EXAMINATION

- A. With Applicator present, examine substrates and conditions under which paint will be

applied, for compliance with application requirements.

1. Apply paint only after unsatisfactory conditions have been corrected and surfaces to receive paint are thoroughly dry.
 2. Start of application is construed as Applicator's acceptance of surfaces within that particular area.
- B. Notify Owner in writing of any such conditions or defects. Do not begin work until unsatisfactory conditions are corrected. Failure to notify Owner prior to beginning work constitutes acceptance by Contractor of the surfaces and conditions under which the work is to be performed, and acceptance by Contractor for the performance of the work.
- C. Coordination of Work: Review other Sections in which primers or other coatings are provided to ensure compatibility of total systems for various substrates. On request, furnish information on characteristics of specified finish materials to ensure compatible primers.
1. If a potential incompatibility of primers applied by others exists, obtain the following from the primer Applicator before proceeding:
 - a. Confirmation of primer's suitability for expected service conditions.
 - b. Confirmation of primer's ability to be top coated with materials specified.
 2. Notify Architect about anticipated problems before using the paints specified over substrates primed by others.

3.2 PREPARATION

A. Protection:

1. Provide adequate protection of all surrounding surfaces not intended to receive coating from damage due to preparation, cleaning or coating procedures. Repair damage at no cost to the Owner.
2. Plan work so that construction dirt, dust, and debris will not fall onto wet, newly coated surfaces.
3. When toxic or flammable solvents are used, the coating contractor shall take all necessary precautions as recommended by the manufacturer. In all cases, the handling and use of toxic or flammable solvents, including adequate ventilation and personal protective equipment, shall conform to the requirements of the applicable safety regulatory agencies.
4. Provide the necessary protection to contain all dust, dirt, debris and coating chips within work area. Do not allow dust, dirt, debris, or coating chips to migrate into building interior spaces or storm drain system.
5. Provide "Wet Paint" signs as required to protect newly coated finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of coating operations.

B. Surface Preparation:

1. Perform preparation and cleaning procedures in accordance with coating manufacturer's instructions and as herein specified, for each particular substrate condition.
2. Remove all surface contamination such as chalk, loose coating, mill scale dirt, foreign matter, rust, rust stains, mold, mildew, mortar, efflorescence, weld splatter and slag, and sealers from surfaces to be coated.
3. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-coated, or provide surface-applied protection prior to surface preparation and coating operations. Remove, if necessary, for complete coating of items and adjacent surfaces. Following completion of coating of each space or area, reinstall removed items.
4. Provide barrier coats over incompatible primers or remove primers and reprime substrate.
5. For concrete or masonry, prepare hair line cracks (1/64" or less) per manufacturer's instructions. Reference the Details to repair cracks larger than 1/64".
6. Cementitious Substrates: Prepare concrete, brick, concrete masonry block, and cement plaster surfaces to be coated. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods to prepare surfaces.
 - a. Use abrasive blast-cleaning methods if recommended by paint manufacturer.
 - b. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not coat surfaces if moisture content exceeds that permitted in manufacturer's written instructions.
7. Ferrous-Metal Substrates: Clean ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC recommendations.
 - a. Blast-clean steel surfaces as recommended by coating manufacturer and according to SSPC-SP 10/NACE No. 2.
 - b. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
 - c. Touch up bare areas and shop-applied prime coats that have been damaged. Wire brush, solvent clean, and touch up with same primer as the shop coat.
8. Galvanized Ferrous Metal Substrates: Clean galvanized surfaces according to

manufacturer's written instructions for the type of service, metal substrate, and application required and the following:

- a. SSPC-SP1 Solvent Cleaning to remove soluble contaminants such as oils and grease. SSPC-SP2 Hand Tool Clean or SSPC-SP11 Power Tool Cleaning to remove insoluble contaminants such as white rust if present. Thoroughly roughen the entire surface per SSPC-SP7 Brush Off Blast Cleaning or by utilizing power tools fitted with cup wheels, discs, grinders and sanders.
 - b. As an alternate to abrasive blasting, apply a solution of Oakite 747 LTS Pretreatment (or engineer-approved equal, followed by a thorough rinse with clean, potable water.
 - c. Solvent clean and wire brush galvanized bolts and apply specified primer directly to the galvanized surface.
 - d. Prior to application of overall field coats, clean all surfaces free of oil, grease and other foreign matter per SSPC-SP1 Solvent Cleaning.
- C. Material Preparation: Carefully mix and prepare painting materials according to manufacturer's written instructions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 2. Stir materials before applying to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into the material. Remove film and, if necessary, strain paint material before using.
 3. Use only the type of thinners approved by manufacturer and only within recommended limits.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions.
1. Use applicators and techniques best suited for the material being applied.
 2. Do not apply paints over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to forming a durable coating film.
 3. Provide finish coats compatible with primers used.
 4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convactor covers, grilles, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
 5. Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. Scheduling Coating: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for coating as soon as practicable after preparation and before

subsequent surface deterioration.

1. The number of coats and film thickness required is the same regardless of application method.
 - a. Omit primer on metal surfaces that have been shop primed and touchup painted.
 - b. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer.
 - c. Where manufacturer's written instructions require sanding, sand between applications to produce a smooth, even surface.
 - d. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until coating has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat does not cause undercoat to lift or lose adhesion.
 2. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance. Give special attention to edges, corners, crevices, welds, exposed fasteners, and similar surfaces to ensure that they receive a dry film thickness equivalent to that of flat surfaces.
- C. Application Procedures: Apply paint by brush, roller, spray, or other applicators according to manufacturer's written instructions.
- D. Minimum Coating Thickness: Apply each material no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.
- E. Before applying finish coats, apply a prime coat of material, as recommended by manufacturer, to material required to be coated or finished that has not been prime coated by others.
1. Recoat primed and sealed substrates if there is evidence of suction spots or unsealed areas in first coat, to ensure a finish coat with no burn-through or other defects caused by insufficient sealing.
- F. Completed Work: Match approved Samples for color, texture, and coverage. Remove, refinish, or recoat work that does not comply with specified requirements.

3.4 FIELD QUALITY CONTROL

- A. Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:
1. Owner may engage the services of a qualified testing agency to sample coating material being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
 2. Testing agency may perform appropriate tests for the following characteristics as

required by Owner:

- a. Quantitative materials analysis.
 - b. Absorption.
 - c. Accelerated weathering.
 - d. Accelerated yellowness.
 - e. Color retention.
 - f. Alkali and mildew resistance.
 - g. Abrasion resistance.
 - h. Apparent reflectivity.
 - i. Washability.
 - j. Dry opacity.
 - k. Recoating.
 - l. Skinning.
3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with specified requirements. Contractor shall remove noncomplying coating materials from Project site, pay for testing, and recoat surfaces coated with rejected materials. If necessary, Contractor may be required to remove rejected materials from previously coated surfaces if, on recoating with specified materials, the two coatings are not compatible.

3.5 CLEANING

- A. Cleanup: At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
1. After completing paint application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

3.6 PAINTING SCHEDULE

- A. Schedule below establishes criteria for the Painting Schedule and does not exclude Part 2 product options.
- B. Concrete Block, Concrete, and Masonry:
1. Surface Preparation:
 - a. SSPC-SP13 – Low pressure, warm water cleaning.
 - b. Cleaner: Provide cleaners for the removal of soot, dirt, and pollutants, which

are compatible with all primers, intermediate coats, and finish coat.
Thoroughly rinse all clean agents before applying primer or finish coats.

2. Approved manufacturer's systems:
 - a. Sherwin Williams (basis-of-design):
 - 1) Primer (if necessary – many surfaces are existing/previously coated):
 - a) Concrete Block: One (1) coat: Pro Industrial Heavy Duty Block Filler.
 - b) Concrete & Masonry: One (1) coat: Pro Industrial Waterbased Catalyzed Epoxy.
 - 2) Finish Coats: Two (2) coats: Pro Industrial Waterbased Catalyzed Epoxy.
 - b. Tnemec: Products equivalent to the basis-of-design.
 - c. Devoe Coatings: Products equivalent to the basis-of-design.

C. Non-Galvanized Ferrous Metal:

1. Surface Preparation:
 - a. SSPC-SP1 Solvent Cleaning.
2. Approved manufacturer's systems:
 - a. Sherwin Williams (basis-of-design):
 - 1) Primer: One (1) Coat: Pro Industrial Pro-Cryl Universal Acrylic Primer.
 - 2) Finish Coats: Two (2) Coats: Pro Industrial Waterbased Catalyzed Epoxy.
 - b. Tnemec: Products equivalent to the basis-of-design.
 - c. Carboline Coatings: Products equivalent to the basis-of-design.

D. Galvanized, Previously Coated, or Rusted Metal:

1. Surface Preparation:
 - a. SSPC-SP3 Power Tool Clean to remove all loose mill scale, loose rust, and other foreign matter.
 - b. SSPC-SP1 Solvent Clean to remove all visible oil, grease, soil, and other contaminants.
 - c. Chemical Etch galvanized metals with the following (or approved equal) per manufacturer's instructions.

- 1) Great Lakes Laboratories Clean 'n Etch.
- 2) Henkel's Galvaprep 5.
2. Approved manufacturer's systems:
 - a. Sherwin Williams (basis-of-design):
 - 1) Primer: One (1) Coat: Pro Industrial Pro-Cryl Universal Acrylic Primer.
 - 2) Finish Coat: Two (2) Coats: Pro Industrial Waterbased Catalyzed Epoxy.
 - b. Tnemec: Products equivalent to the basis-of-design.
 - c. Carboline Coatings: Products equivalent to the basis-of-design.

E. Drywall:

1. Surface Preparation:
 - a. As recommended by paint manufacturer.
2. Approved manufacturer's systems:
 - a. Sherwin Williams (basis-of-design):
 - 1) Primer: One (1) Coat: ProMar 200 Zero VOC Primer.
 - 2) Finish Coats: Two (2) Coats: Pro Industrial Waterbased Catalyzed Epoxy.
 - b. Tnemec: Products equivalent to the basis-of-design.
 - c. Devoe Coatings: Products equivalent to the basis-of-design.

END OF SECTION

DIVISION 31 – EARTHWORK

SECTION 310000

EARTHWORK

PART 1 GENERAL

1.1 SECTION INCLUDES (Note: Not all may apply; refer to drawings)

- A. Protection for structures, pavements, utilities, excavations, and other improvements that are to remain.
- B. Excavating and backfilling of holes and trenches left from removal of miscellaneous foundations, sewers, catch basins, manholes, other underground utilities, other demolished items, and underground constructions.
- C. Excavating and backfilling for new structures.
- D. Subgrade preparation.
- E. Fill and sub-base materials and operations.
- F. Undercutting and replacement of unacceptable existing in-place materials.
- G. Dewatering of excavated and backfilled areas.
- H. Removal and disposal of excess material.
- I. Erosion control measures.

1.2 RELATED SECTIONS

- A. Section 024100 – Demolition.
- B. Section 311000 – Site Clearing.
- C. Section 321216 – Asphalt Paving
- D. Section 321313 – Concrete Paving
- E. Section 334100 – Storm Drainage

1.3 REFERENCES

- A. ASTM (American Society for Testing and Materials) D698, Standard Proctor Method for density and moisture control.

- B. ASTM D2487, Unified Soil Classification System.
- C. Other specified ASTM standards.
- D. Where specified, comply with the indicated items of the current issue of the State of Ohio Department of Transportation (ODOT) Construction and Material Specifications, ODOT Supplemental Specifications (CMS), and the current issue of the City of Cincinnati Supplement to the ODOT Construction and Material Specifications. The "Method of Measurement" and "Basis of Payment" of these specifications shall not apply. All references in the ODOT CMS to the ODOT general provisions shall be superceded by the Project Manual.
- E. Occupational Safety and Health Administration, OSHA.
- F. Cincinnati - Ohio Building Code.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Comply with applicable laws, ordinances, and the Cincinnati - Ohio Building Code.
- B. Soil Testing and Inspection: Owner will provide services of a Geotechnical Testing Laboratory to perform lab and field testing and inspection in accordance with General Conditions including the following:
 - 1. Inspection and approval of all borrow materials and excavated material to be used as fill and backfill.
 - 2. Inspection, testing, and approval of subgrades for backfills and fills.
 - 3. Testing and approval of compaction for all fills and backfills at a frequency of every 30 cubic yards placed or more frequently if directed by Architect, Geotechnical Testing Laboratory, or Construction Manager.
 - 4. Submit reports of all inspections, tests, and approvals in accordance with General Conditions and Section 014000.
 - 5. Identify and measure quantities of existing unsuitable material to be undercut.
 - 6. At completion of earthwork, submit Certification, signed jointly by Contractor and earthwork subcontractor, that all earthwork requiring inspection and testing complies with requirements of these Specifications.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Schedule and coordinate delivery and removal of material. No stockpiling will be

permitted on site, except as indicated on Drawings, or as directed by Construction Manager.

1.6 PROJECT CONDITIONS

- A. Undertake earthwork operations only when weather conditions permit compliance with the referenced standards and Contract Documents.

1.7 SEQUENCING AND SCHEDULING

- A. Coordinate earthwork with work of related Sections.

PART 2 PRODUCTS

2.1 BACKFILL AND FILL

- A. Use only materials approved by the Geotechnical Testing Laboratory. Use only materials that have been conditioned to within plus 3% or minus 2% of optimum moisture content range.
- B. Excavated material may be reused if stockpiled, conditioned, and backfilled in accordance with these Specifications and with the approval of the Geotechnical Testing Laboratory.
- C. Granular subbase material: ODOT 304.02 and ODOT 703.17.
- D. Cohesive subgrade soils where noted and specified on the drawings. Material to be approved by the Geotechnical Testing Laboratory.
- E. Backfill material placed against below-grade foundation walls and retaining walls to be free-draining, clean, granular material with a maximum of 5% by weight passing the No. 200 sieve, and approved by the Geotechnical Testing Laboratory.
- F. Utility Trench Backfill:
 - 1. Under non-pavement areas: Free-draining, clean, granular material, capped with 18 inches of cohesive fill.
 - 2. Under pavement and slab-on-grade areas: Comply with paragraph 2.1.A above.
- G. Material shall be readily suitable for compaction with the moisture content within optimum range. Conform to ODOT 203.07.
- H. Unsuitable Material: Do not use the following material for fill or backfill.
 - 1. Frozen, excessively wet, organic, or deleterious material.
 - 2. Material containing rocks or stones larger than 4 inches in any dimension.

3. Material containing debris or waste.
4. Material classified as ML, OL, CL/CH, CH, MH, OH or PT.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine areas and conditions under which earthwork is to be performed. Notify Construction Manager of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Starting of work constitutes acceptance of substrates.

3.2 PROTECTION

- A. Protect reference points, existing structures, sidewalks, paving, curbs, and other improvements to remain against damage during earthwork operations.
- B. Provide shoring, bracing, sheet piling, underpinning, and other methods as needed to prevent cave-ins and other unplanned displacement of earth, for safe execution of the work, and for protection of persons and property.
- C. Design and install retention systems for all excavations with slopes greater than 1:1, unless otherwise approved by the Geotechnical Testing Laboratory.
- D. Protect bottoms of excavations and soil around and beneath foundations from frost.
- E. Water Removal:
 1. Grade around excavations to prevent accumulation of surface runoff.
 2. Provide and operate equipment to keep construction areas free of subsurface, surface, and storm water.
 3. Dispose of water as directed so construction and storage areas, streets, drives, and other surfaces are not flooded.
 4. Contractor shall be responsible for rodding, routing, and flushing clean existing sewers, catch basins, and manholes at no cost to the Owner if erosion from stockpiled excavated materials or unprotected disturbed areas obstructs drainage, at any time during the Work.
- F. Provide barricades and protection required by law for all open excavations occurring as part of this work.

G. Existing Utilities: REFER TO ADDITIONAL NOTES ON DRAWINGS.

1. Locate and verify existing underground utilities in areas of work before excavating. If utilities are to remain in place, provide adequate protection during earthwork operations.
2. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the Owner and Construction Manager immediately for direction. Cooperate with the Owner and utility companies in keeping services and facilities in operation. Repair utilities damaged by neglect of Contractor, to the satisfaction of utility owner.
3. Do not interrupt existing utilities except when permitted in writing and then only after acceptable temporary utility services have been arranged.
4. Do not remove utilities that must be removed with excavations until they have been properly disconnected and capped.

H. Erosion Control:

1. Provide silt fences, seeding, and sodding as required to keep all driveways, roads, and sidewalks clean and clear of runoff debris. Refer to additional notes on Drawings.
2. Periodically replace damaged or disturbed erosion control materials and clean off driveways, roads, and sidewalks with water, as directed by the Construction Manager or Owner.

3.3 EXCAVATION

A. General Excavation:

1. Excavation is unclassified and includes excavation to the elevations shown or described, regardless of character of materials or obstructions encountered.
2. Conform to elevations, grades, and dimensions shown with a tolerance of plus or minus 0.10 foot.
3. Do not allow water to accumulate in excavations. Remove water before it causes soil changes detrimental to stability of sub-grades. Provide and maintain pumps, sumps, suction and discharge lines, and other dewatering system components necessary to convey water from excavation. Comply with ODOT 203.04(A).
4. Unauthorized excavation consists of removal of materials beyond indicated elevations or dimensions without specific direction of Architect or Geotechnical Testing Laboratory.
5. Excavate unsatisfactory soil materials encountered that extend below

required elevations to additional depth directed by Geotechnical Testing Laboratory. Removal of material softened by moisture and water will not be considered as a change in the Work.

6. Stockpile satisfactory excavated materials only as directed and approved by Construction Manager and Geotechnical Testing Laboratory. Place, grade, and shape stockpiles for proper drainage. Locate and retain material away from edge of excavations. Provide erosion control measures to retain stockpiles. Legally dispose of excess and unsatisfactory excavated materials.
 7. Use of explosives is prohibited.
- B. Stability: Slope sides of excavation to comply with requirements of governing authorities and the following requirements, whichever are more restrictive. Shore and brace where sloping is not performed.
1. Temporary excavation slopes for excavations less than 8 feet in depth in stiff cohesive soils: No greater (steeper) than 1.0 horizontal to 1.0 vertical.
 2. Temporary excavation slopes in granular soils: No greater (steeper) than 1.5 horizontal to 1.0 vertical.
 3. Flatten slopes where top of excavation is surcharged and/or during wet conditions.
 4. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
 5. Provide trench shoring and bracing as required and in accordance with local codes and authorities having jurisdiction.
 6. Excavations to be constantly observed by Contractor for signs of yielding and potential failures or "cave-ins".

3.4 SUBGRADE PREPARATION

- A. Following excavation, prepare subgrade with equipment capable of obtaining compaction densities of 98% maximum dry density, as determined by Standard Proctor Method ASTM D-698.
- B. Prepare subgrade as directed by Geotechnical Testing Laboratory.
- C. Undercut any soft or yielding areas as directed by Geotechnical Testing Laboratory.

3.5 BACKFILL AND FILL

- A. General: Use only approved on-site soils (per paragraph 2.1 above) or approved borrow material. Do not use frozen soils or soils not approved by Geotechnical Testing Laboratory.

- B. Backfill: Backfill excavations as promptly as work permits, but not until completion of the following:
1. Survey of existing utilities or foundations to remain; refer to Sections 024100.
 2. Removal of shoring and bracing, and filling of voids with satisfactory materials.
 3. Removal of trash and debris.
 4. Ground Surface Preparation:
 - a. Remove debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Bottom of excavations shall be cleaned of loose, soft, or wetted materials.
 - b. Proof-roll areas to receive fill with rubber-tired dual-axle loaded dump truck or similar (minimum 20 tons).
- C. Placement and Compaction:
1. Place backfill and fill materials in layers not more than 8" in loose depth. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content. Compact each layer of fill to required percentage of maximum density. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Place backfill and fill materials evenly adjacent to structures, to required elevations. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around structure to approximately same elevation in each lift.
 3. Compact all backfill and fill lifts to not less than 98% of Standard Proctor Method maximum dry density (ASTM D-698).
 4. Moisture Control:
 - a. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, in a manner that prevents free water appearing on surface during, or subsequent to, compaction operations.
 - b. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing, or pulverizing until moisture content is reduced to satisfactory value, as determined by moisture-density relation tests.

- D. Dewatering: Maintain surfaces of backfills and fills properly compacted and drained at all times to prevent surface water penetration and deterioration and to prevent flooding of excavations and adjacent property.
- E. Protect structures, settlement plates, piping, conduit, utilities, and other existing appurtenances against cracking, crushing, displacement or other damage. Repair damage at no cost to the Owner caused by backfilling or compaction operations.

3.6 GRADING

- A. General: Uniformly grade areas, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

3.7 TOLERANCES

- A. Establish all finish grades within 0.10 ft. of planned elevations.

3.8 FIELD QUALITY CONTROL

- A. Geotechnical Testing Laboratory must inspect and approve subgrade and backfill/fill layers before further construction work is performed thereon.
- B. If based on reports of testing service and inspection, fills or backfills, which have been placed, are below specified density or do not meet moisture control criteria, provide additional compaction and testing at no additional expense. Retesting of such remedial work shall be performed by the Geotechnical Testing Laboratory and paid for by Contractor.

3.9 CLEANING

- A. Legally dispose of all waste materials, trash, and debris off Project Site.

3.10 PROTECTION

- A. Protection of Graded Areas:
 - 1. Protect completed areas from traffic and erosion; keep free of trash and debris.
 - 2. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

END OF SECTION

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Protecting existing trees, shrubs, groundcovers, plants, and grass, to remain.
 - 2. Removing existing trees, shrubs, groundcovers, plants, and grass as indicated on drawings.
 - 3. Clearing and grubbing.
 - 4. Removing above- and below-grade site improvements.
 - 5. Disconnecting, capping or sealing, and removing site utilities.
 - 6. Temporary erosion and sedimentation control measures.
- B. Related Sections include the following:
 - 1. Division 31 Section "Earth Moving" for soil materials, excavating, backfilling, and site grading.

1.3 DEFINITIONS

- A. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.4 QUALITY ASSURANCE

- A. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.5 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

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- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 31 Section "Earth Moving."
 - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction and in accordance with sediment and erosion control Drawings.
- B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

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3.3 TREE PROTECTION

- A. Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.
 - 1. Do not store construction materials, debris, or excavated material within fenced area.
 - 2. Do not permit vehicles, equipment, or foot traffic within fenced area.
 - 3. Maintain fenced area free of weeds and trash.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Architect.

3.4 UTILITIES

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
 - 1. Arrange with utility companies to shut off indicated utilities.
- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Construction Manager not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Construction Manager's written permission.
- C. Excavate for and remove underground utilities indicated to be removed.

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
 - 3. Grind stumps and remove roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
 - 4. Use only hand methods for grubbing within tree protection zone.
 - 5. Chip removed tree branches and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

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3.6 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.
 - 2. Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion.

3.7 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 311000

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SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Hot-mix asphalt patching.
 - 2. Hot-mix asphalt paving.
 - 3. Hot-mix asphalt paving overlay.
 - 4. Asphalt surface treatments.
 - 5. Pavement-marking paint.
 - 6. Wheel Stops.
- B. Related Sections:
 - 1. Division 31 Section "Earth Moving" for aggregate subbase and base courses and for aggregate pavement shoulders.
 - 2. Division 32 Sections for other paving installed as part of crosswalks in asphalt pavement areas.

1.3 DEFINITION

- A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

1.4 SUBMITTALS

- A. Material Certificates: For each paving material, from manufacturer.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of state in which Project is located.
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.
- C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of the Ohio Department of Transportation for asphalt paving work.
 - 1. Measurement and payment provisions and safety program submittals included in standard DOT specifications do not apply to this section.

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D. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
 - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
 - b. Review condition of subgrade and preparatory work.
 - c. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
 - d. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 1. Tack Coat: Comply with weather limitations as per the Ohio Department of Transportation Construction and Material Specifications.
 2. Asphalt Base Course: Comply with weather limitations as per the Ohio Department of Transportation Construction and Material Specifications.
 3. Asphalt Surface Course: Comply with weather limitations as per the Ohio Department of Transportation Construction and Material Specifications.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials, and 55 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. General: Use materials complying with the Ohio Department of Transportation Construction and Material Specifications as indicated on the plans.

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2.2 ASPHALT MATERIALS

- A. Asphalt Binder: Use materials complying with the Ohio Department of Transportation Construction and Material Specifications as indicated on the plans.
- B. Asphalt Cement: Use materials complying with the Ohio Department of Transportation Construction and Material Specifications as indicated on the plans.
- C. Tack Coat: Use materials complying with the Ohio Department of Transportation Construction and Material Specifications as indicated on the plans.
- D. Water: Potable.

2.3 AUXILIARY MATERIALS

- A. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form.
- B. Paving Geotextile: As specified on plans.
- C. Joint Sealant: ASTM D 6690 or AASHTO M 324, Type II or III, hot-applied, single-component, polymer-modified bituminous sealant.
- D. Pavement-Marking Paint: ODOT Item 642.
 - 1. Color: White, Yellow, & Blue.
- E. Wheel Stops: Precast, air-entrained concrete, 3500-psi minimum compressive strength, see drawings for dimensions. Provide chamfered corners, drainage slots on underside, and holes for anchoring to substrate.
 - 1. Dowels: 2 - Galvanized steel, minimum 1/2-inch diameter.

2.4 MIXES

- A. Hot-Mix Asphalt: Use plant-mixed, hot-laid asphalt aggregate mixtures complying with the Ohio Department of Transportation Construction and Materials Specifications as indicated on the plans.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Proof rolling to be performed in presence of Architect or Construction Manager.

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2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, Construction Manager, or Geotechnical Engineer, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.
- D. Verify that utilities, traffic loop detectors, and other items requiring a cut and installation beneath the asphalt surface have been completed and that asphalt surface has been repaired flush with adjacent asphalt prior to beginning installation of asphalt.

3.2 PATCHING

- A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove all soft or unsatisfactory material. Recompact subgrade and any existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting against new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd..
 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- C. Patching: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

3.3 REPAIRS

- A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.
 1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.
- B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of 1/2 inch.
 1. Clean cracks and joints in existing hot-mix asphalt pavement.
 2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.
 3. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.

3.4 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

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- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
 - 1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd..
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.5 PAVING GEOTEXTILE INSTALLATION

- A. Place paving geotextile promptly according to manufacturer's written instructions. Broom or roll geotextile smooth and free of wrinkles and folds. Overlap longitudinal joints 4 inches and transverse joints 6 inches.
 - 1. Protect paving geotextile from traffic and other damage and place next portion of the pavement section the same day.

3.6 HOT-MIX ASPHALT PLACING

- A. Asphalt shall be placed in accordance with the Ohio Department of Transportation Construction and Material Specifications and as indicated on the plans.
- B. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 - 1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 - 2. Place hot-mix asphalt surface course in single lift.
 - 3. Spread mix at minimum temperatures as per the Ohio Department of Transportation Construction and Material Specifications.
 - 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
 - 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- C. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
 - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.
- D. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.7 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 - 1. Clean contact surfaces and apply tack coat to joints.
 - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints Per ODOT standards.
 - 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
 - 6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.8 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction within temperature specifications as set in the Ohio Department of Transportation Construction and Materials Specifications.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - 1. Average Density: 96 percent of reference laboratory density according to ASTM D 6927, but not less than 94 percent nor greater than 100 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

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3.9 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch (total of all combined base courses).
 - 2. Surface Course: Plus 1/4 inch, no minus.
 - 3. Total Thickness: Where total thickness is of asphalt material is 3" or less, total pavement thickness is to be plus or minus 1/4 inch.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch.
 - 2. Surface Course: 1/8 inch.
 - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.10 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow paving to age per manufacturers recommendations before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply per ODOT 642 Specifications to a minimum wet film thickness of 20 mils.

3.11 WHEEL STOPS

- A. Securely attach wheel stops to pavement with not less than two galvanized-steel dowels embedded at one-quarter to one-third points. Securely install dowels a minimum of 7 inches into pavement and bond to wheel stop. Recess head of dowel beneath top of wheel stop.

3.12 FIELD QUALITY CONTROL

- A. Testing Agency: Owner is to engage a qualified testing agency to perform tests and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.

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- D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979.
 - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
 - 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
 - a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than 3 cores taken.
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- E. Replace and compact hot-mix asphalt where core tests were taken.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.13 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow milled materials to accumulate on-site.

END OF SECTION 321216

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SECTION 321313 - CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:
 - 1. Driveways and roadways.
 - 2. Parking lots.
 - 3. Curbs and gutters.
 - 4. Walkways.
- B. Related Sections include the following:
 - 1. Division 03 Section "Cast-in-Place Concrete" for general building applications of concrete.
 - 2. Division 31 Section "Earth Moving" for subgrade preparation, grading, and subbase course.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

1.4 SUBMITTALS

- A. Design Mixtures: For each concrete pavement mixture. Include alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:
 - 1. Aggregates. Include service record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.
- C. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:

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1. Cementitious materials.
2. Admixtures.
3. Curing compounds.
4. Applied finish materials.

D. Jointing Plan

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

B. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.

C. ACI Publications:

1. Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.
2. Comply with ACI 330, "Guide for Design and Construction of Concrete Parking Lot" unless modified by requirements in the Contract Documents.
3. Comply with ACI 325, "Design of Jointed Concrete Pavements for Streets and Local Roads" unless modified by requirements in the Contract Documents.

D. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1. Before submitting design mixtures, review concrete pavement mixture design and examine procedures for ensuring quality of concrete materials and concrete pavement construction practices. Require representatives, including the following, of each entity directly concerned with concrete pavement, to attend conference:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete producer.
 - d. Concrete pavement subcontractor.

1.6 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.

2.2 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
 - 1. Use flexible or curved forms for curves with a radius 100 feet or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.3 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Epoxy-Coated Welded Wire Fabric: ASTM A 884/A 884M, Class A, plain steel.
- C. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615/A 615M, Grade 60 deformed bars.
- D. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M or ASTM A 934/A 934M; with ASTM A 615/A 615M, Grade 60 deformed bars.
- E. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60, deformed bars; assembled with clips.
- F. Epoxy-Coated Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60, plain steel bars.
- G. Tie Bars: ASTM A 615/A 615M, Grade 60, deformed.
- H. Hook Bolts: ASTM A 307, Grade A, internally and externally threaded. Design hook-bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
- I. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar

supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
- J. Epoxy Repair Coating: Liquid two-part epoxy repair coating, compatible with epoxy coating on reinforcement.
- K. Zinc Repair Material: ASTM A 780.

2.4 CONCRETE MATERIALS

- A. Cementitious Material: Use one of the following cementitious materials, of the same type, brand, and source throughout the Project:
1. Portland Cement: ASTM C 150, Type I., gray. Supplement with the following:
 - a. Fly Ash: ASTM C 618, Class F.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, Class 4S coarse aggregate, uniformly graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar pavement applications and service conditions using similar aggregates and cementitious materials.
1. Maximum Coarse-Aggregate Size: 1 inch nominal.
 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material when steel reinforcement is called out in exterior installations.
1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.5 FIBER REINFORCEMENT

- A. Synthetic Fiber: Monofilament polypropylene fibers engineered and designed for use in concrete pavement, complying with ASTM C 1116, Type III, 1/2 to 1-1/2 inches long.

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2.6 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. Dry, delivered pre-wetted and soaked.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
- E. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

2.7 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM 1752 Vinyl full depth, with joint sealant.

2.8 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs for the trial batch method.
- B. Proportion mixtures to provide normal-weight concrete with the following properties:
 - 1. Compressive Strength (28 Days): 4,500 psi, unless otherwise indicated on the drawings.
 - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
 - 3. Slump Limit: 3 inches, or up to 5 inches with the use of a water-reducing chemical admixture.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
 - 1. Air Content: 6 percent plus or minus 1.5 percent for 1-inch nominal maximum aggregate size.
- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- F. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements and as follows:

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1. Fly Ash or Pozzolan: 25 percent.
2. Ground Granulated Blast-Furnace Slag: 50 percent.
3. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash or pozzolan not exceeding 25 percent.

- G. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd..

2.9 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.
1. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades
1. Proof rolling to be performed in presence of Architect or Construction Manager.
 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, Construction Manager, or Geotechnical Engineer, and replace with compacted backfill or fill as directed.
- C. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

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3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain 2" minimum cover to reinforcement.
- D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M.
- F. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
 - 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
 - 1. Continue steel reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, or through locations of intended contraction or isolation joints, unless otherwise indicated.
 - 2. Provide tie bars at sides of pavement strips where indicated.
 - 3. Doweled Joints: Install dowel bars and support assemblies at joints where indicated, or when construction joint will experience heavy truck traffic. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint. Dowels to be epoxy coated and sized per ACI 330.
- C. Isolation (expansion) Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
 - 1. Locate expansion joints at intervals of not more than 30 feet, unless otherwise indicated.
 - 2. Extend joint fillers full width and depth of joint.

3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
 4. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 5. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
 6. Apply joint sealant / caulk.
 7. Doweled Joints: Install dowel bars and support assemblies at joints where indicated, or when construction joint will experience heavy truck traffic . Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint. Dowels to be epoxy coated and sized per ACI 330.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. For thickness 5 inches or less construct contraction joints for a depth equal to at least one-third of the concrete thickness, for thickness greater than 5 inches construct contraction joints for a depth equal to at least one-quarter of the concrete thickness, as follows or match jointing of existing adjacent concrete pavement:
1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
 3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated, or when construction joint will experience heavy truck traffic . Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint. Dowels to be epoxy coated and sized per ACI 330.
- E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed if plastic shrinkage cracking is of concern.
- D. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

- E. Comply with ACI 301 and ASTM C94, requirements for measuring, mixing, transporting, and placing concrete.
- F. A one time add of water to concrete during delivery or at Project site is permitted but the water to cementitious material ratio must not be violated.
- G. Do not add water to fresh concrete after testing.
- H. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- I. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- J. Screed pavement surfaces with a straightedge and strike off.
- K. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- L. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.
- M. Slip-Form Pavers: When automatic machine placement is used for pavement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.
 - 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.
- N. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.
- O. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.

- P. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

3.8 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
1. Moist Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated prior to placement and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

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2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.9 TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot- long, unlevelled straightedge not to exceed 1/4 inch.
4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
8. Joint Spacing: 3 inches.
9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width: Plus 1/8 inch, no minus.

3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
1. Testing Frequency: Obtain at least 1 composite sample for each 5000 sq. ft. or fraction thereof of each concrete mix placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.

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6. Compressive-Strength Tests: ASTM C 39/C 39M; test 1 specimen at 7 days and 2 specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
- G. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.11 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

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SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Seeding.
 - 2. Turf renovation.
 - 3. Erosion-control material(s).
- B. Related Requirements:
 - 1. Section 329113 "Planting Soils" for soil mix and installation.
 - 2. Section 329300 "Plants" for trees, shrubs, ground covers, and other plants.

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329113 "Planting Soils."
- E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

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1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For landscape Installer.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
- C. Product Certificates: For fertilizers, from manufacturer.
- D. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit before expiration of required maintenance periods.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf establishment.
 - 1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
 - 2. Experience: Five years' experience in turf installation in addition to requirements in Section 014000 "Quality Requirements."
 - 3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 - 4. Personnel Certifications: Installer's field supervisor shall have certification in all of the following categories from the Professional Landcare Network:
 - a. Landscape Industry Certified Technician - Exterior.
 - b. Landscape Industry Certified Lawncare Manager.
 - c. Landscape Industry Certified Lawncare Technician.
 - 5. Pesticide Applicator: State licensed, commercial.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.
- B. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.

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2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk materials with appropriate certificates.

1.9 FIELD CONDITIONS

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of substantial completion:
 1. Spring Planting: March 15 to June 1.
 2. Fall Planting: August 15 to October 15.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Mix: Seed of grass species as follows, with not less than 95 percent germination, not less than 100 percent pure seed, and completely free of noxious weeds and grasses. The mixture shall be as follows or an approved equal: (Mixture shall rate in NTEP's top ten. Contractor to provide information on grass seed stating it meets NTEP's top ten list)
 1. 80-90 percent Turf-type Tall Fescue consisting of minimum 3 varieties (15 percent minimum for any variety).
 2. 5-10 percent Perennial Ryegrass.
 3. 5-10 percent Kentucky Bluegrass.

2.2 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of quick release nitrogen source, phosphate, and potash. Apply nitrogen, phosphate and potash in the amounts recommended in the soil reports from a qualified testing agency.
- B. Slow-Release Fertilizer: Granular fertilizer consisting of a minimum of 50 percent water-insoluble nitrogen or coated nitrogen source, phosphate, and potash. Apply nitrogen, phosphate and potash in the amounts recommended in the soil reports from a qualified testing agency.

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2.3 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

2.4 PESTICIDES

- A. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

2.5 EROSION-CONTROL MATERIALS

- A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches long.
- B. Erosion-Control Fiber Mesh: Biodegradable burlap or spun-coir mesh, a minimum of 0.92 lb/sq. yd., with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches long.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 3. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

- A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 - 1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
 - 2. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 TURF AREA PREPARATION

- A. General: Prepare planting area for soil placement and mix planting soil according to Section 329113 "Planting Soils."
- B. Placing Planting Soil: Place and mix planting soil per section 329113 "Planting Soils."
- C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- D. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 PREPARATION FOR EROSION-CONTROL MATERIALS

- A. Prepare area as specified in "Turf Area Preparation" Article.
- B. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.
- C. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.5 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph.
 - 1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 2. Do not use wet seed or seed that is moldy or otherwise damaged.
 - 3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of 6 to 8 lb/1000 sq. ft..
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.

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- D. Protect seeded areas with slopes exceeding 1:4 with erosion-control blankets and 1:6 with erosion-control fiber mesh installed and stapled according to manufacturer's written instructions.
- E. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.
 - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.
- F. Overseed turf area eight (8) weeks after initial seeding operation at a rate of 5 lbs/1000 sq. ft., if initial seeding has not provided a minimum of 90% coverage over any 10 sq. ft., or if bare areas greater the 3 by 3 inches are present.

3.6 TURF RENOVATION

- A. Renovate existing turf where indicated.
- B. Renovate turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.
 - 1. Reestablish turf where settlement or washouts occur or where minor regrading is required.
 - 2. Install new planting soil as required.
- C. Remove sod and vegetation from diseased or unsatisfactory turf areas; do not bury in soil.
- D. Remove topsoil containing foreign materials, such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with new planting soil.
- E. Mow, dethatch, core aerate, and rake existing turf.
- F. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.
- G. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.
- H. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches.
- I. Apply initial fertilizer required for establishing new turf and mix thoroughly into top 4 inches of existing soil. Install new planting soil to fill low spots and meet finish grades.
 - 1. Initial Fertilizer: Commercial fertilizer applied according to manufacturer's recommendations.
- J. Apply seed and protect with straw mulch as required for new turf.
- K. Water newly planted areas and keep moist until new turf is established.

3.7 TURF MAINTENANCE

- A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
 - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
 - 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
 - 3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
- B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.
 - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 - 2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.
- C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
 - 1. Mow turf to a height of 2 to 3 inches.
- D. Turf Post-fertilization: Apply fertilizer after initial mowing and when grass is dry.
 - 1. Use fertilizer that provides actual nitrogen of 1 lb/1000 sq. ft. to turf area.
 - 2. 2nd application fertilizer: apply six (6) weeks after seeding operations. Provide a high nitrogen slow release fertilizer with an analysis of 30-3-10 or similar. Apply at a rate to provide actual nitrogen of 1 lb/1000 sq. ft. to turf area.

3.8 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Architect:
 - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
- B. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

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3.9 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents according to requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- B. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

3.10 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.
- C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- D. Remove nondegradable erosion-control measures after grass establishment period.

3.11 MAINTENANCE SERVICE

- A. Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in "Turf Maintenance" Article. Begin maintenance immediately after each area is planted and continue until acceptable turf is established, but for not less than the following periods:
 - 1. Seeded Turf: 90 days from date of substantial completion.
 - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

END OF SECTION 329200

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SECTION 334100 - STORM DRAINAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes gravity-flow, nonpressure storm drainage outside the building, with the following components:
 - 1. Cleanouts.
 - 2. Drains, Catch Basins, Inlets, & Headwalls.
 - 3. Precast concrete & Cast-in-place concrete manholes.

1.3 DEFINITIONS

- A. PE: Polyethylene plastic.
- B. PVC: Polyvinyl chloride plastic.
- C. ODOT: Ohio Department of Transportation

1.4 PERFORMANCE REQUIREMENTS

- A. Gravity-Flow, Nonpressure, Drainage-Piping Pressure Rating: 10-foot head of water. Pipe joints shall be at least silttight, unless otherwise indicated.

1.5 SUBMITTALS

- A. Product Data: For the following:
 - 1. Pipe.
 - 2. Cleanouts.
- B. Shop Drawings: For the following:
 - 1. Manholes: Include plans, sections, details, and frames and covers.
 - 2. Catch Basins, Headwalls and Stormwater Inlets. Include plans, sections, details, and frames, covers, and grates.
 - 3. Stormwater Detention Structures: Include plans, sections, details, frames, grates, and covers.

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1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic manholes, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle manholes according to manufacturer's written rigging instructions.
- D. Handle catch basins, headwalls, and stormwater inlets according to manufacturer's written rigging instructions.

1.7 PROJECT CONDITIONS

- A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
 - 1. Notify Construction Manager no fewer than two days in advance of proposed interruption of service.
 - 2. Do not proceed with interruption of service without Construction Manager 's permission.

PART 2 - PRODUCTS

2.1 GENERAL:

- A. Public Roadway Culverts: Refer to The Ohio Department of Transportation Construction and Material Specifications Item 603.02, Type A Conduits.
- B. Conduit Under Pavement: Refer to The Ohio Department of Transportation Construction and Material Specifications Item 603.02, Type B Conduits.
- C. Conduit Not Under Pavement: Refer to The Ohio Department of Transportation Construction and Material Specifications Item 603.02, Type C Conduits.
- D. Private Drive Pipes and Bikeways: Refer to The Ohio Department of Transportation Construction and Material Specifications Item 603.02, Type B Conduits.

2.2 ALUMINIZED CORRUGATED METAL PIPE AND FITTINGS

- A. Per the latest version of the ODOT Construction and Material Specifications and as noted on the Drawings.

2.3 PE PIPE AND FITTINGS

- A. Per the latest version of the ODOT Construction and Material Specifications and as noted on the Drawings.

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2.4 PVC PIPE AND FITTINGS

- A. Per the latest version of the ODOT Construction and Material Specifications and as noted on the Drawings.
- B. PVC Sewer Pipe and Fittings, NPS 15 and Smaller: ASTM D 3034, SDR 35, with bell-and-spigot ends for gasketed joints with ASTM F 477, elastomeric seals.
- C. PVC Profile Gravity Sewer Pipe and Fittings: ASTM F 794 pipe, with bell-and-spigot ends; ASTM D 3034 fittings, with bell ends; and ASTM F 477, elastomeric seals.

2.5 REINFORCED CONCRETE PIPE AND FITTINGS

- A. Per the latest version of the ODOT Construction and Material Specifications and as noted on the Drawings.

2.6 DUCTILE IRON PIPE

- A. Per ODOT 748.01 conforming to ANSI/AWWA C151/A21.51, service and extra-heavy classes, for gasketed joints.
- B. Gaskets: ANSI/AWWA C111/A21.11, rubber, compression type, thickness to match class of pipe.

2.7 CLEANOUTS

- A. PVC with cast iron adaptor: Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping. Include cast iron adaptor and threaded brass closure plug.

2.8 DRAINS

- A. Yard Drains: As noted on the Drawings.

2.9 MANHOLES

- A. Per the latest version of the ODOT Construction and Material Specifications and the latest version of the ODOT Standard Construction Drawings.
 - 1. Diameter: 48 inches minimum, unless otherwise indicated on the drawings.
 - 2. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.
 - 3. Riser Sections: 4-inch minimum thickness, and of length to provide depth indicated.
 - 4. Top Section: Eccentric-cone type, unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings. Steps: ASTM A 615/A 615M, deformed, 1/2-inch steel reinforcing rods encased in ASTM D 4101, PP; Ductile Iron; or Cast Aluminum. Steps shall be wide enough to allow worker to place both feet on 1 step

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and designed to prevent lateral slippage off of step. Cast or anchor steps into sidewalls at 12- to 16-inch intervals. Steps shall be equally spaced. Whenever possible steps shall not be placed directly above manhole flow channel. Omit steps if total depth from floor of manhole to finished grade is less than 48 inches.

5. Manhole Frames and Covers: Include lettering cast into cover, using wording equivalent to "STORM SEWER."
 - a. Frames and Covers must be heavy duty

2.10 CONCRETE

- A. General: Cast-in-place concrete according to the latest version of the ODOT Construction and Material Specifications and the latest version of the ODOT Standard Construction Drawings

2.11 CATCH BASINS

- A. Per the latest version of the ODOT Construction and Material Specifications and the latest version of the ODOT Standard Construction Drawings.
 1. See drawings for schedule of specific types of catch basins
 2. Frames and Grates:
 - a. Are to be heavy duty.
 - b. Are to be ADA compliant.
 - c. Are to be Bicycle safe.

2.12 STORMWATER DETENTION STRUCTURES

- A. As indicated on the Drawings and Per the jurisdiction having authority.

2.13 PIPE INLETS AND OUTLETS

- A. Headwalls: Per the latest version of the ODOT Construction and Material Specifications and the latest version of the ODOT Standard Construction Drawings.
- B. Rock Channel Protection (Riprap): Per the latest version of the ODOT Construction and Material Specifications and as indicated on the Drawings.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. General:
 1. Conduit Under Pavement: Refer to The Ohio Department of Transportation Construction and Material Specifications Item 603.02, Type B Conduits.
 2. Conduit Not Under Pavement: Refer to The Ohio Department of Transportation Construction and Material Specifications Item 603.02, Type C Conduits.
- B. Excavation For Utility Trenches:

1. Excavate trenches to indicated slopes, lines, depths, and invert elevations.
2. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit.
3. Excavate trench walls per ODOT Item 603.05 and geotechnical report as identified on the Drawings.
4. Where encountering rock or another unyielding bearing surface, carry trench excavation 6 inches below invert elevation to receive bedding course.

C. Utility Trench Backfill:

1. Place and compact bedding course as required by ODOT specifications Item 603.06 and geotechnical report. Type 2 bedding consists of structural backfill extending at least 3 inches (75 mm) for all ODOT Item 706 rigid pipe conduits and 6 inches (150 mm) for all other conduits below the bottom of the conduit for the full width of the trench. Extend the bedding up around the pipe for a depth of not less than 30 percent of the rise of the conduit. Shape the bedding to fit the conduit with recesses shaped to receive the bell of bell-and-spigot pipe. Leave the bedding below the middle one-third of the pipe span uncompacted. Compact the remaining bedding according to ODOT Item 603.11.
2. Use Type 2 bedding for Types A, B, C, and D conduits except for long span structures and for conduits that require Type 3 bedding.
3. Type 3 bedding consists of a natural foundation with recesses shaped to receive the bell of bell-and-spigot pipe. Scarify and loosen the middle one-third of the pipe span.
4. Use Type 3 bedding for Type C and Type D conduits of the following materials: ODOT Items 706.01, 706.02, or 706.03.
5. Structural backfill for ODOT Item 603 bedding and backfill shall consist of limestone, gravel, natural sand, sand manufactured from stone, or foundry sand. Provide Type I or Type II structural backfill per the requirements of ODOT Item 703.11
6. Non-structural backfill should consist of clean, inorganic soil free of any miscellaneous materials, cobbles, and boulders. The fill should be placed in uniform, thin lifts and carefully compacted to a unit dry weight equal to 100 percent in structure areas and at least 98 percent of the maximum dry weight below pavement areas. The moisture content of the fill should be maintained at -2 to +1 percent of the optimum moisture content as determined in the laboratory by the Standard Test Methods for Moisture-Density Relations of Soils (ASTM D 698). Fill should not be placed in a frozen condition or upon a frozen subgrade.
7. Place backfill to the limits described and according to the compaction requirements of ODOT Item 603.11. Place the backfill in the trench and embankment outside the trench uniformly on both sides of the conduit for all conduit installations.
 - a. Type A and B. Backfill Types A and B conduits except for long span structures as follows
 - 1) In a cut situation, place and compact structural backfill above the bedding for the full depth of the trench. Within the trench and more than 4 feet (1.2 m) above the top of the conduit, if the trench can accommodate compaction equipment, the Contractor may construct Item 203 Embankment. For plastic pipe with an ID 8 inch (200 mm) or less, place and compact structural backfill above the bedding for the full depth of the trench.
 - 2) In a fill situation, place and compact structural backfill above the bedding for the full depth of the trench specified in 603.05.B. Above these limits, uniformly place the lesser of one pipe span or 4 feet (1.2 m) of structural backfill on each side of the conduit and to a depth of 2 feet (0.6 m) above the top of the conduit. Construct the embankment outside the limits of the backfill. For plastic pipe with an ID 8 inch (200 mm) or less, place and compact structural backfill above the bedding for the full depth of the trench.
 - b. Type C and D. Backfill Type C and D conduits as follows:

- 1) In a cut situation, for plastic pipe, place and compact structural backfill above the bedding and to 12 inches (300 mm) over the top of the pipe. All other conduit material types place and compact backfill. For plastic pipe with an ID 8 inch (200 mm) or less, place and compact structural backfill above the bedding for the full depth of the trench.
 - 2) In a fill situation, for plastic pipe, place and compact structural backfill above the bedding for the full depth of the trench specified in 603.05.B. Above these limits, uniformly place the lesser of one pipe span or 4 feet (1.2 m) of structural backfill on each side of the conduit and vertically to the top of the conduit. Then place for a depth of 12 inches (300 mm) structural backfill over the top of the pipe equal to the trench width centered on the pipe center line. Construct the embankment outside the limits of the backfill. All other conduit material types place and compact backfill. For plastic pipe with an ID 8 inch (200 mm) or less, place and compact structural backfill above the bedding for the full depth of the trench.
8. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
 9. All fill soils shall be placed in accordance with the article "Compaction of Soil Backfills and Fills" from the Earth Moving Specification Section 312000.
 10. Coordinate backfilling with utilities testing.
 11. Fill voids with approved backfill materials as shoring and bracing, and sheeting is removed.
 12. Place and compact final backfill of satisfactory soil material to final subgrade.

3.2 PIPING INSTALLATION

- A. All installation shall be per the latest version of the ODOT Construction and Material Specifications item 603 and the latest version of the ODOT Standard Construction Drawings.
- B. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical. Where specific installation is not indicated, contact architect.
- C. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- D. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- E. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- F. Install gravity-flow, nonpressure drainage piping according to the following:
 1. Install piping pitched down in direction of flow, at minimum slope of 1 percent, unless otherwise indicated.

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2. Install piping with 12 inches minimum cover, unless otherwise indicated on the drawings. Notify architect if less than 12 inches of cover will exist.
3. During construction protect installed piping from damage. Maintain manufacturers recommended minimum cover.

3.3 PIPE JOINT CONSTRUCTION

- A. All joint construction shall be per the latest version of the ODOT Construction and Material Specifications item 603 and the latest version of the ODOT Standard Construction Drawings.
- B. Join dissimilar pipe materials with pressure-type couplings, or concrete collar.

3.4 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extension from sewer pipe to cleanout at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
 1. Use medium-duty, top-loading classification cleanouts in earth or unpaved foot-traffic areas.
 2. Use heavy-duty, top-loading classification cleanouts in paved foot-traffic, vehicle-traffic, roads, and service areas.
- B. Set cleanout frames and covers in earth in cast-in-place concrete block, 18 by 18 by 12 inches deep. Set with tops 1 inch above surrounding earth grade.
- C. Set cleanout frames and covers in asphalt or concrete pavement with tops flush with pavement surface.

3.5 DRAIN INSTALLATION

- A. Install type of drains in locations indicated.
 1. Use medium-duty, top-loading classification drains in earth or unpaved foot-traffic areas.
 2. Use heavy-duty, top-loading classification drains in paved foot-traffic, vehicle-traffic, roads, and service areas.
- B. Install per manufacturer's written recommendations.

3.6 MANHOLE INSTALLATION

- A. General: Installation shall be per the latest version of the ODOT Construction and Material Specifications and the latest version of the ODOT Standard Construction Drawings.
- B. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops 3 inches above finished surface elsewhere, unless otherwise indicated.

3.7 CATCH BASIN INSTALLATION

- A. General: Installation shall be per the latest version of the ODOT Construction and Material Specifications and the latest version of the ODOT Standard Construction Drawings.
- B. Set frames and grates to elevations indicated.

3.8 STORMWATER INLET AND OUTLET INSTALLATION

- A. General: Installation of Headwalls and Rock Channel Protection shall be per the latest version of the ODOT Construction and Material Specifications and the latest version of the ODOT Standard Construction Drawings.

3.9 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318/318R.

3.10 CONNECTIONS

- A. Connect nonpressure, gravity-flow drainage piping in building's storm building drains specified in Division 22 Section "Facility Storm Drainage Piping."

3.11 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
 - 1. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Crushed, broken, cracked, or otherwise damaged piping.
 - 2. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 - 3. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
 - 1. Do not enclose, cover, or put into service before inspection and approval.
 - 2. Test completed piping systems according to authorities having jurisdiction.
 - 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
- C. Replace defective piping using new materials, and repeat testing until defect is within allowances specified.

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3.12 CLEANING

- A. Clean interior of piping of dirt and superfluous materials.

END OF SECTION 334100

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