

Hilltop Lot (ITB#025-25) BP#2 Site Works
Addendum # 1

April 7, 2025

To All Registered Vendors:

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

A PRE-BID CONFERENCE WILL BE HELD ON April 8, 2025, at 1:00 PM
138 E. Court Street Room 603, CINCINNATI, OH 45202

Site Walk 10:00 AM April 10, 2025, at 10:00 AM
Hilltop, 511 West Water Street, CINCINNATI, OH 45202

Revised attachments documents

- Section 001000.22 – Registration Form
- Section 011100 – Summary of Work
- Section 01 21 00 – Allowances
- Section 01 22 00 – Unit Prices
- Section 01 23 00 – Alternates
- Section 01 31 19 – Project Meetings
- Section 01 32 16 – Construction Progress Schedule
- Section 01 32 26 – Construction Progress Reporting
- Section 01 35 43 – Environmental Procedures – 5S Program
- Section 01 40 01 – Quality Program
- Section 01 45 16 – Ground Penetration Requirements
- Section 01 50 00 – Temporary Facilities and Controls
- Section 00 73 19 – Health & Safety Requirements
- Geotechnical Report disregard

Sincerely,

Jill Williams
Jill Williams
Purchasing Director

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

Purchasing@hamiltoncountyohio.gov

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

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

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

Please email this page to the Purchasing Department at Purchasing@hamiltoncountyohio.gov

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

DATE:	
COMPANY NAME:	
ADDRESS:	
REPRESENTATIVE'S NAME:	
TELEPHONE NUMBER:	
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.

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 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

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 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	

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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 01 32 26 - CONSTRUCTION PROGRESS REPORTING

PART 1 - GENERAL

1.1 Daily Reports

- A. Subcontractors are required to prepare daily reports. This daily construction report should record at a minimum, the following information concerning events at the project site:

1. Number of personnel onsite, including subcontractors.
2. Summary of work completed.
3. Equipment onsite.
4. Material deliveries.
5. High and low temperatures and general weather conditions, including the presence of snow or rain.
6. Accidents or incidents.
7. Unusual events (refer to special reports).
8. Stoppages, delays, shortages, and losses.
9. Meter readings and similar recordings.
10. Emergency procedures.
11. Orders and requests of authorities having jurisdiction.
12. Change orders received and implemented.
13. Construction change directives received and implemented.
14. Services connected and disconnected.
15. Equipment or system tests and startups.

- 1.2 Reports are to be submitted in a neat and legible format daily to Contractor each morning for the previous day's work. No progress payments will be made to the Subcontractor until all of their daily reports are received by Contractor for that particular month.

END OF SECTION 01 32 26

SECTION 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

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 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 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 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

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:

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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 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

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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 person(s) 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