

Hilltop Lot (ITB #020-25)

Bid Package 1 - Demolition

February 28, 2025

FOR THE BOARD OF COMMISSIONERS
OF HAMILTON COUNTY, OHIO

THP Limited: Architect/Structural Engineer

The Kleingers Group: Civil Engineer

McGill Smith Punshon: Surveyor

Messer/MBJ Consultants: Construction Manager

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SECTION 000125

PROJECT DIRECTORY

Owner

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

Architect/Structural Engineer

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

Civil Engineer

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

Surveyor

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

Construction Manager

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

END OF SECTION

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Section 001000
Document 001000.1

Document 001000.1 ADVERTISEMENT FOR BIDS (LEGAL NOTICE)

Sealed bids will be received by the Board of County Commissioners of Hamilton County, Ohio in Room 507 of the Todd B. Portune Center for County Government (formerly known as County Administration Building), 138 East Court Street, Cincinnati, Ohio until **11:00 A.M., Local Time, March 19, 2025**, for furnishing labor, materials, tools, equipment, and services necessary for:

**HILLTOP LOT (ITB# 020-25)
BP#1 DEMOLITION**

**A PRE-BID CONFERENCE WILL BE HELD ON March 10, 2025, at 10:00 AM
138 EAST COURT STREET (ROOM 605) CINCINNATI, OH 45202**

Questions: March 12, 2025, *by 12:00 PM*
Answers: March 13, 2025, *by end of business day*

This is a prevailing wage project, and the estimated budget is **\$831,150**. Proposal Forms, specifications, etc. may be obtained upon application at ARC, 7157 E. Kemper Road, Cincinnati, Ohio 45241, or they may be electronically retrieved by accessing the following website – <https://www.hamiltoncountyohio.gov/government/departments/purchasing> .

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

Architect/Engineer for the Project:
THP Limited, Inc.
100 East Eighth Street
Cincinnati, Ohio 45202
Phone: 513-241-3222

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

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

Bidding Documents may be examined at:
Allied Construction Industries
3 Kovac Drive
Cincinnati, Ohio 45215
513-221-8020
dwright@aci-construction.org

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

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

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

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

Construction Connect
content@constructconnect.com

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

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

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

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

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

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and Contract Bond.

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

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

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

Total Construction Budget \$831,150

Small Business Goal for this Bid Package is 30%

Bidders shall comply with the prevailing wages.

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

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

THE BOARD OF COUNTY COMMISSIONERS

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

Jeffrey Aluotto, County Administrator



Instructions to Bidders

AIA Document A701 – 1997 1997 Edition – Electronic Format

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

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AMENDED AND MODIFIED FORM OF INSTRUCTIONS TO BIDDERS

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

INSTRUCTIONS TO BIDDERS

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

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

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

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

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

2.2 BID PREPARATION COST

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

ARTICLE 3 BIDDING DOCUMENTS

3.1 COPIES

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

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

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

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

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

3.3 SUBSTITUTIONS

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

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

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

3.4 ADDENDA

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

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

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

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

3.4.5 Changes by addenda:

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

ARTICLE 4 BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

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

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

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

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

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

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

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

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

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

4.2 BID SECURITY

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

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

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

4.3 SUBMISSION OF BIDS

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

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

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

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

4.4 MODIFICATION OR WITHDRAWAL OF BID

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

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

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

5.2 REJECTION OF BIDS

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

5.2.1 Errors in Bids:

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

5.3 ACCEPTANCE OF BID (AWARD)

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 POST-BID INFORMATION

6.1 POST-BID/PRE-AWARD MEETING

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

6.2 SUBMITTALS

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

ARTICLE 9 ADDITIONAL REQUIREMENTS

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

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

- .1 Bid Form.
- .2 Bid Guaranty and Contract Bond or certified check, cashier's check drawn on a solvent bank or irrevocable letter of credit as set forth in Article 9.4 herein.
- .3 For Bid Guaranty and Contract Bond, submit Certificate from the State of Ohio Department of Insurance demonstrating that bonding agent is licensed to do business in the State of Ohio. (Refer to sample form bound into Project Manual.)
- .4 For Bid Guaranty and Contract Bond, submit credentials showing proper power of attorney for the attorney-of-fact of the Surety.
- .5 Non-Collusion Affidavit of Bidder.
- .6 Personal Property Tax Statement.
- .7 Subcontractor and Material Supplier List.
- .8 Warranty Against Unresolved Findings for Recovery.
- .9 Not Used
- .10 Bidder's Certification Concerning Equal Employment Opportunity Requirements.
- .11 SBE Subcontractor Utilization Plan
- .12 Bidder's Responsible Bidder Certification.

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

- .13 County Registration Form.
- .14 Not Used
- .15 Not Used

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

9.4 Bid Guaranty and Contract Bond

- .1 Each Bidder shall submit with their bid a Bid Guaranty in the form of either (a) combined Guaranty and Contract Bond, or (2) a certified check, cashier's check drawn on a solvent bank, or an irrevocable letter of credit. If a Bid Guaranty and Contract Bond is submitted with the bid, it shall be for the full amount of the Bidder's base bid, including any alternates. If a certified check, cashier's check or irrevocable letter of credit is submitted, it shall be in the amount of 10% of the bid amount including Base Bid and Alternates. If a certified check, cashier's check or irrevocable letter of credit is submitted, it shall be payable to the Board of County Commissioners of Hamilton County, Ohio. The Bid Guaranty, in either form, must be in strict compliance with section 153.54 of the Ohio Revised Code, and also Sections 153.57 or 153.571, as applicable. The Board of County Commissioners of Hamilton County, Ohio and Messer Construction Company shall be named as Obligees on the Bid Guaranty and Contract Bond. No other form of bond is acceptable for use as a bid guaranty.
- .2 If the Bid Guaranty and Contract Bond is submitted, the requirements of Section 3905.41 of the Ohio Revised Code may be applicable to require the Bid Guaranty and Contract Bond to be countersigned by an Ohio resident agent. It is the duty of the Bidder to determine the applicability of Section 3905.41. NONCOMPLIANCE WITH SECTION 3905.41 WILL CAUSE THE BIDDER'S BID TO BE REJECTED. The Board of County Commissioners of Hamilton County, Ohio and Messer Construction Company shall be named as Obligees on the Bid Guaranty and Contract Bond.
- .3 Bid Guaranty and Contract Bond shall be supported by credentials showing the power of attorney for the attorney-of-fact of the bonding agent.
- .4 If the Bid Guaranty and Contract Bond penal sum is left blank by the Bidder, the penal sum of Bid Guaranty and Contract Bond will be the full amount of the Bidder's Base Bid (plus accepted Alternates for Bid Packages that include Alternates). If completed, the penal sum amount shall be not less than the full amount of the Bidder's Bid and all accepted Alternates stated in dollars and cents. A percentage amount in the Bid Guaranty and Contract Bond is NOT acceptable and shall be rejected.
- .5 Bid Guaranties will be returned to all unsuccessful Bidders immediately after Contract is executed.
- .6 The certified check, cashier's check drawn on a solvent bank or irrevocable letter of credit will be returned to the successful Bidder upon filing of the bond required in Division (C), Section 153.54 of the Ohio Revised Code.
- .7 For successful Bidders who have submitted the Bid Guaranty and Contract Bond as bid guaranty, the Contract Bond is the Bid Guaranty and Contract Bond; no other form of Contract Bond is required. For successful Bidders who have submitted a certified check, cashier's check drawn on a solvent bank or irrevocable letter of credit as bid guaranty in compliance with this Article 9.4, the Contract Bond shall be the Contract Bond set forth in Section 006100 of this Project Manual in compliance with Ohio Revised Code Sections 153.54(C) and 153.57. The Contract Bond shall be fully executed and supported by credentials showing the power of attorney for the attorney-of-fact of the bonding agent. Costs of bonds shall be included in all bids.

DOCUMENT 001000.3
ADDITIONAL BID CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

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

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

SBE Participation Goal - 30%

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END

BID FORM

ACKNOWLEDGMENT OF BIDDER:

Submitted by: _____
(enter company name here)

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

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

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

prepared by THP Limited, Inc., 100 East Eight Street, Cincinnati, Ohio 45202, for the Board of County Commissioners, Hamilton County, Ohio, do hereby propose to perform all work required to be performed, and to provide and furnish equipment, transportation services, and temporary installations necessary to perform and complete, in a workmanlike manner, such items of work hereinafter designated by and for the sum of money set forth for said items.

ACKNOWLEDGMENT OF ADDENDA:

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

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

A. BIDDER AGREEMENTS:

The undersigned Bidder Agrees:

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

BID FORM STIPULATIONS:

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

5. A Base Bid must be submitted prior to bidding Alternates Bid unless noted otherwise in the Bid Form.
6. The Board of County Commissioners reserves the right to reject any or all bids and, unless otherwise specified by the bidder, to accept any item in the bid.

C. ALLOWANCES:

The County may after the bids are opened add an allowance to the contract at its own discretion. This allowance shall be added to the contract and so denoted in the contract in section 4.3. Any allowances added by the County shall be for incidentals associated with this project. If unused, during the project all allowance monies shall be returned to the County at the end of the project or at the County's request.

D. AWARDING:

The selection process includes but is not limited to:

1. The rules and laws set forth in the Ohio Revised Code for Public Bids.
2. The bidder submitting the Lowest and Best Bid per Ohio Revised Code.
3. The lowest accepted Base Bid and "Accepted" Alternate combination.
4. The bidder best meeting all required specifications.
5. Review of the required forms submitted by the Bidder at the time of the Bid Opening in compliance with the Minority, Women, and Small Business Program.
6. Substitutions will not be used in determining Lowest and Best Bids.

Hamilton County reserves the right to:

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

E. ADDITIONAL BID REQUIREMENTS:

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

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

F. BID PROPOSALS:

Bidder's Name: _____

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

BASE BID BP#1 Demolition

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

_____ (in words)

the worded amount shall govern

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

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

General Contractor Material: \$ _____ (in numbers)

General Contractor Labor: \$ _____ (in numbers)

Mechanical Material: \$ _____ (in numbers)

Mechanical Labor: \$ _____ (in numbers)

Electrical Material: \$ _____ (in numbers)

Electrical Labor: \$ _____ (in numbers)

Project Management: \$ _____ (in numbers)

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

ALLOWANCE (Owner Controlled) Demolition & Site Preparation

\$50,000

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

Fifty thousand dollars

_____ (in words)

the worded amount shall govern

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

Hilltop Lot (ITB #020-25)
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[Edit, change, expand the breakdown to match you project, then remove this line]

General Contractor Material: \$ _____ (in numbers)
General Contractor Labor: \$ _____ (in numbers)
Mechanical Material: \$ _____ (in numbers)
Mechanical Labor: \$ _____ (in numbers)
Electrical Material: \$ _____ (in numbers)
Electrical Labor: \$ _____ (in numbers)
Project Management: \$ _____ (in numbers)

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

BASE BID TOTAL BP#1 Demolition & Allowance

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

_____ (in words)
the worded amount shall govern

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

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

General Contractor Material: \$ _____ (in numbers)
General Contractor Labor: \$ _____ (in numbers)
Mechanical Material: \$ _____ (in numbers)
Mechanical Labor: \$ _____ (in numbers)
Electrical Material: \$ _____ (in numbers)
Electrical Labor: \$ _____ (in numbers)
Project Management: \$ _____ (in numbers)

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

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G. ALTERNATES:

Alternates, if accepted.

ALTERNATE - #

DESCRIPTION OF ALTERNATE

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

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

(continued on next page)

Bidder's Name:

All Prime Contractors hereby acknowledge and accept all responsibilities assigned to them by the General Conditions, Minority, Women, and Small Business Program, and Division One of the Specifications. All fees for supervision and coordination are included in the bids.

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

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

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

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

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Firm Name: _____

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

Authorized Offerror *(print name)*: _____

Authorized Signature *(sign name)*: _____

Title: _____

Official Address: _____

E-mail Address: _____

Telephone Number: _____

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**Bid Submission
Documents**

DOCUMENT 001000.5
BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 OHIO REVISED CODE)

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned

(Name and Address)

as Principal and _____

(Name of Surety)

as Surety, are hereby held and firmly bound unto the Board of County Commissioners of Hamilton County, Ohio, Messer Construction Company as Obligees in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on

_____ to undertake the project known as: _____

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

_____ dollars (\$_____).

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

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

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

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Board of County Commissioners of Hamilton County, Ohio, against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said

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

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

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

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

SIGNED AND SEALED This _____ day of _____, 20____

PRINCIPAL:

BY: _____

TITLE: _____

SURETY: _____

BY: _____

Attorney-in-Fact

Approved _____, 20____

BOARD OF COUNTY COMMISSIONERS
HAMILTON COUNTY, OHIO

SURETY COMPANY ADDRESS:

_____ Street

_____ City State Zip

_____ Telephone

SURETY AGENTS ADDRESS:

_____ Agency Name

_____ Street

_____ City State Zip

_____ Telephone

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

**Bid Submission Documents
Complete & Submit With Bid**

DOCUMENT 001000.6
CERTIFICATE OF COMPLIANCE

STATE OF OHIO
DEPARTMENT OF INSURANCE

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

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

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

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

Director of Insurance of Ohio

**Bid Submission Documents
Complete & Submit With**

DOCUMENT 001000.7
NON-COLLUSION AFFIDAVIT OF CONTRACTOR

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

State of Ohio, County of Hamilton, ss.

(Name of Bidder or Bidders)

being duly sworn does depose and say that _____ resides

(Bidder's Authorized Representative)

at _____

(Address of Bidder)

and that _____

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

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

(Name of Bidder)

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

(His/Her/Their)

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

Subscribed and sworn to this _____

day of _____, 20__ before

(Signature of Bidder's Authorized Representative)

me _____

(Notary Public)

(Print Name of Bidder's Authorized Representative)

(Address of Bidder)

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Bid Submission Documents
Complete & Submit With Bid

DOCUMENT 001000.8
BIDDER'S CERTIFICATION CONCERNING
EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

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

Authorized Representative of Bidder
Date

On behalf of _____
(Name of Bidder)

Bid Submission Documents
Complete & Submit With

DOCUMENT 001000.9
PERSONAL PROPERTY TAX STATEMENT

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

Title

TO BE COMPLETED BY NOTARY PUBLIC

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

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

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

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

Signature of Notary Public

Date

Seal

Hilltop Lot (ITB #020-25)
BP #1 – Demolition
February 28, 2025
THP #25041.00

Section 001000
Document 001000.10

Bid Submission Documents
Complete & Submit With Bid

DOCUMENT 001000.10

SUBCONTRACTOR AND MATERIAL SUPPLIER LIST

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

BRANCH	MATERIAL SUPPLIER AND/OR SUBCONTRACTOR NAME AND ADDRESS
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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

END OF SECTION

THE BANKS PROJECT Small Business Enterprise Program Summary

DOCUMENT 001000.11

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

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

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

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

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

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

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

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

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

(The Banks - Revised March, 2019)

Bid Submission Document Print Legibly or Type

Hilltop Lot (ITB#020-25) BP#1 Demolition		
SBE Subcontractor Utilization Plan		
Bid or Proposal Reference Number: _____		
Contract Description:	Total Bid Amount: \$	Date submitted:
Contractor Name/Address/City/State/Zip/Phone:	Federal Tax ID Number:	Type of Inclusion Program (circle one): SBE DBE

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

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

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

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

CONTRACTOR REPRESENTATIVE (SIGNATURE): _____

PRINTED NAME: _____ Title: _____ Date: _____

Bid Submission Document

Print Legibly or Type

Hilltop Lot (ITB#020-25) Demolition

Section 001000

Document 001000.13

Statement of Good Faith Efforts**Bid or Proposal Reference Number:** _____ **Type of Inclusion Program:** SBE or DBE

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

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

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

Name of Contractor

Contractor Representative (Signature)

Date

Contractor Representative (Printed Name)

Title

Hilltop Lot (ITB#020-25) SBE Outreach & Good Faith Efforts Summary Sheet
Bid or Proposal Reference Number: _____

Section 001000
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Contractor/Consultant Name:			Address/City/State/Zip/Telephone:		
Bid/Proposal Name:			Bid/Proposal Due Date:		Type of Bid Package: SBE
SBE Subcontractor/Supplier's (Name/Address/City/State/Zip)	Type of Work/Supplies Solicited	Indicate Date and How SBE Contacted (e.g., Letter, Phone, Fax, etc)	SBE Response to Solicitation (e.g., Will Submit Bid, No Response, Not Interested) and Date	Contact Person	Phone Number

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

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

Contractor Representative Signature

/

Print Name/Title

Date

Hilltop Lot (ITB #020-25)
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Section 001000
Document 001000.15

**Bid Submission Documents
Complete & Submit With Bid**

DOCUMENT 001000.15

**WARRANTY AGAINST AN
UNRESOLVED FINDING FOR RECOVERY**

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

CONTRACTOR'S NAME

SIGNATURE

PRINT NAME

TITLE

TO BE COMPLETED BY NOTARY PUBLIC

On _____, there appeared before me
DATE

_____, saying that he/she is
PRINT NAME

_____ of ,
PRINT TITLE

PRINT NAME OF CONTRACTOR

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

SIGNATURE OF NOTARY PUBLIC

Hilltop Lot (ITB #020-25) BP #1 –
Demolition February 28, 2025
THP #25041.00

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

FORM 2004 SUBCONTRACTOR APPROVAL REQUEST Statement of Intent to Utilize Firms

Bid or Proposal Reference Number: _____

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

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

SUBCONTRACTOR

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

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

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

SIGNATURES

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

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

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

Subcontractor Reporting

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

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

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

Authorized Contractor Representative: _____

Signature
Title
Date

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



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

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

Company Name: _____ Project Name: _____

Address: _____ Date Submitted _____

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

Or supply goods for the above described contract.

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

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

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

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

Prime/General Contractor:

Signature of Company Representative _____

Title: _____ Date: _____ EIN#: _____

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

Signature of Company Representative _____

Title: _____ Date: _____ EIN#: _____

Request : Approved _____ Denied _____ _____ Date _____ Authorized Committee Representative Signature
--

DOCUMENT 001000.17

Responsible Bidder Certification

Name of Bidder

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

Address of Bidder

Bid Reference No. _____

Date

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

1. Bidder will require all contractors who bid or perform any work pursuant to the contract on which the Bidder is bidding to satisfy all of the Responsible Bidder Requirements set forth in the Project Manual.
2. Bidder will pay prevailing wages as set forth in the Project Manual and Bid Documents for the Project.
3. Prior to award of a contract or subcontract of Two Hundred and Fifty Thousand Dollars (\$250,000) or more, the Bidder will engage in a review of the constructability and scope of the bid to verify that the contractor included all required work.
4. In the event Bidder submits the lowest bid and such bid is more than twenty percent (20%) below the bid of the next lowest bidder, the Bidder shall identify three (3) construction projects that it has successfully completed within five (5) years of the Bid date.
5. Bidder will employ supervisory personnel on the project that (a) are qualified to perform in such supervisory capacity and (b) have any license or licenses required by applicable law to perform in such capacity.
6. Bidder is not currently debarred from performing state or federal construction contracts (after all appeals), because of a violation of the Fair Labor Standards Act and/or any state or federal prevailing wage law. A list of every occasion on which Bidder has been debarred from performing local, state or federal

construction contracts (after all appeals), because of a violation of the Fair Labor Standards Act and/or any state of federal prevailing wage law, during the last ten years, if any such debarments have occurred, are listed below:

7. Bidder, and each of its subcontractors have implemented an OSHA-compliant Safety Program which includes: a) with respect to all supervisors, completion of OSHA's thirty (30) hour safety course; and b) with respect to all field employees, completion of OSHA's ten (10) hour safety program. Bidder shall provide evidence of implementation of an OSHA-compliant safety program to the Construction Manager.
8. Bidder has implemented a substance-abuse policy that is in compliance with Ohio's Drug Free Workplace Requirements. Bidder will provide evidence of implementation of such policies to the Construction Manager.
9. Bidder has all licenses required by applicable state law and regulation to perform work required herein.
10. Any and all professional license or licenses that have been revoked by Ohio or revoked by any other state within five (5) years prior to the Bid date as listed below:

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

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

State of _____)
)ss.
County of _____)

BY: _____
ITS: _____

Sworn to and subscribed by _____ in my presence this _____ day of _____ 202__.

NOTARY PUBLIC

Hilltop Lot (ITB #020-25)
BP #1 – Demolition
February 28, 2025
THP #25041.00

Section 001000
Document 001000.18

DOCUMENT 001000.18

TAX EXEMPT STATEMENT

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

Bidder's Signature: _____

Bidder's Title _____

Bidder's Company Name: _____

DOCUMENT 001000.21

CERTIFIED CHECK

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

PRINT NAME _____

SIGNATURE _____

PRINT NAME OF COMPANY _____

DATE _____

**BID SUBMISSION DOCUMENT
COMPLETE & SUBMIT WITH BID**

**DOCUMENT 001000.22
REGISTRATION FORM
PLEASE READ AND ACKNOWLEDGE RECEIPT OF THIS DOCUMENT
Hilltop Lot (ITB #020-25) BP #1 – Demolition**

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

Gina Richmond, Hamilton County Purchasing Dept.
138 E. Court Street, Room 507
Cincinnati, Ohio 45202
Fax #: (513) 946-4335

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

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

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

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

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

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

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

ATTACHMENT F
PREVAILING WAGE RATES

PART 1 GENERAL

1.1 SUMMARY

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

- A. Prevailing Wage Rate data dated February 22, 2025 is attached as Exhibit E.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2024ibBldgHwy3

Craft : Truck Driver Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 3 Articulated Dump Trucks; Ridge-Frame Rock Trucks; Distributor Trucks)	\$33.26		\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.26	\$67.89
Apprentice	Percent											
First 6 months	80.00	\$26.61	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.61	\$57.91
7-12 months	85.00	\$28.27	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.27	\$60.41
13-18 months	90.00	\$29.93	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.93	\$62.90
19-24 months	94.96	\$31.58	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.58	\$65.38
25-30 months	100.00	\$33.26	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.26	\$67.89

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

Ratio :
3 Journeymen to 1 Apprentice

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2024ibBldgHwy

Craft : Truck Driver Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks; Pole Trailers; Ready Mix Trucks; Fuel Trucks; 5 Axle & Over; Belly Dumps; Low boys - Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation; Truck Mechanics (when needed)	\$32.26		\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.26	\$66.39
Apprentice	Percent											
First 6 months	80.00	\$25.81	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.81	\$56.71
7-12 months	85.00	\$27.42	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.42	\$59.13
13-18 months	90.00	\$29.03	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.03	\$61.55
19-24 months	95.00	\$30.65	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.65	\$63.97
25-30 months	100.00	\$32.26	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.26	\$66.39

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2024ibBldgHevHwy

Craft : Truck Driver Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks; drivers on tandems; truck sweepers (not to include power sweepers & scrubbers)	\$31.84		\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.84	\$65.76
Apprentice	Percent											
First 6 months	80.00	\$25.47	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.47	\$56.21
7-12 months	85.00	\$27.06	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.06	\$58.60
13-18 months	90.00	\$28.66	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.66	\$60.98
19-24 months	95.00	\$30.25	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.25	\$63.37
25-30 months	100.00	\$31.84	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.84	\$65.76

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

Ratio :
3 Journeymen to 1 Apprentice

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Change # : LCN01-2024ibLoc669

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

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

Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Sheet Metal Local 24 (Cincinnati)

Change # : LCN01-2024ibLoc24(Cin)

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

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

Special Calculation Note : OTHER: Supplemental Unemployment Benefits

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

BROWN, CLERMONT, HAMILTON, HIGHLAND

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 42

Change # : OCR01-2025ibLoc42

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

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

Special Calculation Note : Other is for Training Fund

Ratio :
2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, PIKE, WARREN

Special Jurisdictional Note :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: **Plumber Pipefitter Local 392**

Change # : LCN01-2024ibLoc392

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

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

Special Calculation Note : OTHER IS: SUPPLEMENTAL UNEMPLOYMENT BENEFITS.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, HAMILTON, WARREN

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Plasterer Local 132 (Cincinnati)

Change # : LCN01-2024ibLoc132Cinci

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

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

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

*Other is International Training

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Locals 123 & 238

Change # : LCN01-2024ibLoc123-238

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

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

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

Ratio :
1 Journeyman to 1 Apprentice per job

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

Special Jurisdictional Note :

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

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2024ibLoc123ComInd

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

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

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

Ratio :
(1) Journeymen to (1) Apprentice per jobsite

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

Special Jurisdictional Note :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

Change # : LCN01-2023ibLoc639

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

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Sign Journeyman Tech/Team Leader Class A	\$25.28	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.68	\$0.00	\$0.00	\$27.87	\$40.51
Painter Sign Journeyman Tech/Team Leader Class B	\$25.28	\$1.70	\$0.21	\$0.00	\$0.49	\$0.00	\$0.68	\$0.00	\$0.00	\$28.36	\$41.00
Painter Sign Journeyman Tech/Team Leader Class C	\$25.28	\$1.70	\$0.21	\$0.00	\$0.97	\$0.00	\$0.68	\$0.00	\$0.00	\$28.84	\$41.48
Painter Sign Journeyman Tech/Team Leader Class D	\$25.28	\$1.70	\$0.21	\$0.00	\$1.46	\$0.00	\$0.68	\$0.00	\$0.00	\$29.33	\$41.97
Sign Journeyman Class A	\$25.00	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.67	\$0.00	\$0.00	\$27.58	\$40.08
Sign Journeyman Class B	\$25.00	\$1.70	\$0.21	\$0.00	\$0.48	\$0.00	\$0.67	\$0.00	\$0.00	\$28.06	\$40.56
Sign Journeyman Class C	\$25.00	\$1.70	\$0.21	\$0.00	\$0.96	\$0.00	\$0.67	\$0.00	\$0.00	\$28.54	\$41.04
Sign Journeyman Class D	\$25.00	\$1.70	\$0.21	\$0.00	\$1.44	\$0.00	\$0.67	\$0.00	\$0.00	\$29.02	\$41.52
Tech Sign Fabrication/ Erector Class A	\$19.67	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.53	\$0.00	\$0.00	\$22.11	\$31.95
Tech Sign Fabrication/ Erector Class B	\$19.67	\$1.70	\$0.21	\$0.00	\$0.38	\$0.00	\$0.53	\$0.00	\$0.00	\$22.49	\$32.33
Tech Sign Fabrication/ Erector Class C	\$19.67	\$1.70	\$0.21	\$0.00	\$0.76	\$0.00	\$0.53	\$0.00	\$0.00	\$22.87	\$32.71
Tech Sign Fabrication/ Erector Class D	\$19.67	\$1.70	\$0.21	\$0.00	\$1.13	\$0.00	\$0.53	\$0.00	\$0.00	\$23.24	\$33.08

Special Calculation Note : Other is for paid holidays.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Class A: less that 1 year.

Class B: 1-3 years.

Class C; 3-10 years.

Class D: More than 10 years.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639

Change # : LCNO1-2015fbLoc639

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

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

Special Calculation Note : Other is Sick and Personal Time

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

Class A Workers: Less than 1 Year of Service.

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

Class C Workers: More than 8 Years of Service.

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 123 & 238 Hvy Hwy

Change # : LCN01-2024ibLoc123

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

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

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

Ratio :
1 Journeyman to 1 Apprentice

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

Special Jurisdictional Note :

Details :

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

Class 1 – Abrasive blasting of any kind.

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

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

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2024ibLoc18hevhwyl

Craft : Operating Engineer Effective Date : 06/05/2024 Last Posted : 06/05/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Class A	\$44.14		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.74	\$82.81
Operator Class B	\$44.02		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.62	\$82.63
Operator Class C	\$42.98		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$59.58	\$81.07
Operator Class D	\$41.80		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.40	\$79.30
Operator Class E	\$36.34		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$52.94	\$71.11
Master Mechanic	\$45.14		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.74	\$84.31
Crane and Mobile Concrete Pump 150' - 179'	\$44.64		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.24	\$83.56
Crane and Mobile Concrete Pump 180' - 249'	\$45.14		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.74	\$84.31
Crane and Mobile Concrete Pump 250' and Over	\$45.39		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.99	\$84.69
Apprentice	Percent											
1st Year	50.00	\$22.07	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$38.67	\$49.71
2nd Year	60.00	\$26.48	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$43.08	\$56.33
3rd Year	70.00	\$30.90	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$47.50	\$62.95
4th Year	80.00	\$35.31	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$51.91	\$69.57
Field Mech Trainee Class 2												
1st year	50.00	\$22.07	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$38.67	\$49.71
2nd year	60.00	\$26.48	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$43.08	\$56.33
3rd year	70.00	\$30.90	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$47.50	\$62.95
4th year	80.00	\$35.31	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$51.91	\$69.57

Special Calculation Note : Other: Education & Safety Fund

Misc: National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 65 will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if they are required to have CDL.

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

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

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

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

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

Master Mechanic - Master Mechanic

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

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

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

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2024ibLoc18zone3

Craft : Operating Engineer Effective Date : 06/05/2024 Last Posted : 06/05/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Group A	\$44.14		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.74	\$82.81
Operator Group B	\$44.02		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.62	\$82.63
Operator Group C	\$42.98		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$59.58	\$81.07
Operator Group D	\$41.80		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.40	\$79.30
Operator Group E	\$36.34		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$52.94	\$71.11
Master Mechanic	\$45.14		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.74	\$84.31
Cranes & Mobile Concrete Pumps 150'-180'	\$44.64		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.24	\$83.56
Cranes & Mobile Concrete Pumps 180'-249'	\$45.14		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.74	\$84.31
Cranes & Mobile Concrete Pumps 249' and over	\$45.39		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.99	\$84.69
Apprentice	Percent											
1st Year	50.00	\$22.07	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$38.67	\$49.71
2nd Year	60.00	\$26.48	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$43.08	\$56.33
3rd Year	70.00	\$30.90	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$47.50	\$62.95
4th Year	80.00	\$35.31	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$51.91	\$69.57
Field Mechanic Trainee												
1st Year	50.00	\$22.07	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$38.67	\$49.71
2nd Year	60.00	\$26.48	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$43.08	\$56.33
3rd Year	70.00	\$30.90	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$47.50	\$62.95
4th Year	80.00	\$35.31	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$51.91	\$69.57

Special Calculation Note : Other: Education & Safety

Misc: National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company there may be employed (1) Registered Apprentice or trainee Engineer through the referral when they are available. An apprentice, while employed as part of a crew per Article VIII, paragraph 78, will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if required to have CDL

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

Group B - Articulating/end dumps (minus \$4.00/hour from Group B rate); Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs.; Bulldozers; CMI type Equipment; Concrete Saw, Vermeer-type; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills (all), grinders and planers of all types.

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

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

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

Master Mechanics - Master Mechanic

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

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 265A Mason Tender

Change # : LCN01-2024ibLoc265A

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

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

Special Calculation Note :

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

BROWN, CLERMONT, CLINTON, HAMILTON

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 265 Building

Change # : LCN01-2024ibLoc265

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

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

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

BROWN, CLERMONT, CLINTON, HAMILTON

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor HevHwy 3

Change # : LCN01-2024ibLocalHevHwy3

Craft : Laborer Group 1 Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Classification												
Laborer Group 1	\$35.52	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.12	\$67.88	
Group 2	\$35.69	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.29	\$68.13	
Group 3	\$36.02	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.62	\$68.63	
Group 4	\$36.47	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$51.07	\$69.30	
Watch Person	\$28.25	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$42.85	\$56.98	
Apprentice	Percent											
0-1000 hrs	60.00	\$21.31	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$35.91	\$46.57
1001-2000 hrs	70.00	\$24.86	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$39.46	\$51.90
2001-3000 hrs	80.00	\$28.42	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$43.02	\$57.22
3001-4000 hrs	90.00	\$31.97	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$46.57	\$62.55
More than 4000 hrs	100.00	\$35.52	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.12	\$67.88

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

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SCIOTO, SENECA, SHELBY, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WYANDOT

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

Details :

Group 1

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

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

Group 2

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

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

Group 3

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

Group 4

Miner, Welder, Gunitite Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc. The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Ironworker Local 44

Change # : LCN01-2024ibLoc44

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

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

Special Calculation Note :

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note : Adams County Twps included: Bratton, Scott, Winchester, Wayne.

Butler County Twps included: Oxford, St. Clair, Fairfield, Morgan, Liberty, Union, Ross, Reily, Hanover, West Chester.

Clinton County, Manchester and South West Borrow.

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

Warren County Twps included: Harlan, Deerfield, Hamilton.

Details :

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

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

repairing.

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Glazier Local 387

Change # : LCN01-2024ibLoc387

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

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

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

Ratio :

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

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Elevator Local 11

Change # : LCN01-2025ibLoc11

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

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

Special Calculation Note : Other: Holiday Pay

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Voice Data Video Outside

Change # : LCN02-2024ibLoc71VDV

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

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

Special Calculation Note :

Ratio :

1 Trainee to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

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

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

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

Groundman W/CDL: Must have a valid CDL license and be able to perform tasks such as: climbing poles, pulling down guys, making up material, and getting

appropriate tools for the job. Must have at least 5 year's experience.

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Underground Residential Distribution

Change # : LCN02-2024ibLoc7URD

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

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Classification												
URD Electrician	\$38.05	\$7.50	\$1.14	\$0.38	\$0.00	\$9.13	\$0.75	\$0.00	\$0.00	\$56.95	\$75.97	
Equipment Operator A	\$34.04	\$7.50	\$1.02	\$0.34	\$0.00	\$8.17	\$0.75	\$0.00	\$0.00	\$51.82	\$68.84	
Equipment Operator B	\$31.26	\$7.50	\$0.94	\$0.31	\$0.00	\$7.50	\$0.75	\$0.00	\$0.00	\$48.26	\$63.89	
Directional Drill Locator	\$34.04	\$7.50	\$1.02	\$0.34	\$0.00	\$8.17	\$0.75	\$0.00	\$0.00	\$51.82	\$68.84	
Directional Drill Operator	\$31.26	\$7.50	\$0.94	\$0.31	\$0.00	\$7.50	\$0.75	\$0.00	\$0.00	\$48.26	\$63.89	
Groundman 0-12 months Exp	\$24.70	\$7.50	\$0.74	\$0.25	\$0.00	\$5.93	\$0.75	\$0.00	\$0.00	\$39.87	\$52.22	
Groundman 0-12 months Exp w/CDL	\$27.24	\$7.50	\$0.82	\$0.27	\$0.00	\$6.54	\$0.75	\$0.00	\$0.00	\$43.12	\$56.74	
Groundman 1 yr or more	\$27.24	\$7.50	\$0.82	\$0.27	\$0.00	\$6.54	\$0.75	\$0.00	\$0.00	\$43.12	\$56.74	
Groundman 1 yr or more w/CDL	\$32.26	\$7.50	\$0.97	\$0.32	\$0.00	\$7.74	\$0.75	\$0.00	\$0.00	\$49.54	\$65.67	
Apprentice	Percent											
1st 1000 hrs	80.00	\$30.44	\$7.50	\$0.91	\$0.30	\$0.00	\$7.31	\$0.75	\$0.00	\$0.00	\$47.21	\$62.43
2nd 1000 hrs	85.00	\$32.34	\$7.50	\$0.97	\$0.32	\$0.00	\$7.76	\$0.75	\$0.00	\$0.00	\$49.64	\$65.81
3rd 1000 hrs	90.00	\$34.25	\$7.50	\$1.03	\$0.34	\$0.00	\$8.22	\$0.75	\$0.00	\$0.00	\$52.09	\$69.21
4th 1000 hrs	95.00	\$36.15	\$7.50	\$1.08	\$0.36	\$0.00	\$8.68	\$0.75	\$0.00	\$0.00	\$54.52	\$72.59

Special Calculation Note : Other: Health Reimbursement Account

Ratio :
(1) Journeyman Lineman to (1) Apprentice

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

Special Jurisdictional Note :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Change # : LCN01-2024ibLoc71

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

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lineman	\$50.15		\$7.50	\$1.50	\$0.50	\$0.00	\$12.04	\$0.75	\$0.00	\$0.00	\$72.44	\$97.51
Substation Technician	\$50.15		\$7.50	\$1.50	\$0.50	\$0.00	\$12.04	\$0.75	\$0.00	\$0.00	\$72.44	\$97.51
Cable Splicer	\$52.52		\$7.50	\$1.58	\$0.52	\$0.00	\$12.60	\$0.75	\$0.00	\$0.00	\$75.47	\$101.73
Operator A	\$44.95		\$7.50	\$1.35	\$0.45	\$0.00	\$10.79	\$0.75	\$0.00	\$0.00	\$65.79	\$88.27
Operator B	\$39.73		\$7.50	\$1.19	\$0.40	\$0.00	\$9.53	\$0.75	\$0.00	\$0.00	\$59.10	\$78.96
Operator C	\$31.89		\$7.50	\$0.96	\$0.32	\$0.00	\$7.65	\$0.75	\$0.00	\$0.00	\$49.07	\$65.01
Groundman 0-12 months Exp	\$25.07		\$7.50	\$0.75	\$0.25	\$0.00	\$6.02	\$0.75	\$0.00	\$0.00	\$40.34	\$52.88
Groundman 0-12 months Exp w/CDL	\$27.58		\$7.50	\$0.83	\$0.28	\$0.00	\$6.62	\$0.75	\$0.00	\$0.00	\$43.56	\$57.35
Groundman 1 yr or more	\$27.58		\$7.50	\$0.83	\$0.28	\$0.00	\$6.62	\$0.75	\$0.00	\$0.00	\$43.56	\$57.35
Groundman 1 yr or more w/CDL	\$32.60		\$7.50	\$0.98	\$0.33	\$0.00	\$7.82	\$0.75	\$0.00	\$0.00	\$49.98	\$66.28
Equipment Mechanic A	\$39.73		\$7.50	\$1.19	\$0.40	\$0.00	\$9.54	\$0.75	\$0.00	\$0.00	\$59.11	\$78.97
Equipment Mechanic B	\$35.82		\$7.50	\$1.07	\$0.36	\$0.00	\$8.60	\$0.75	\$0.00	\$0.00	\$54.10	\$72.01
Equipment Mechanic C	\$31.89		\$7.50	\$0.96	\$0.32	\$0.00	\$7.65	\$0.75	\$0.00	\$0.00	\$49.07	\$65.01
Line Truck w/uuger	\$35.16		\$7.50	\$1.05	\$0.35	\$0.00	\$8.44	\$0.75	\$0.00	\$0.00	\$53.25	\$70.83
Apprentice	Percent											
1st 1000 hrs	60.00	\$30.09	\$7.50	\$0.90	\$0.30	\$0.00	\$7.22	\$0.75	\$0.00	\$0.00	\$46.76	\$61.80
2nd 1000 hrs	65.00	\$32.60	\$7.50	\$0.98	\$0.33	\$0.00	\$7.82	\$0.75	\$0.00	\$0.00	\$49.98	\$66.28
3rd 1000 hrs	70.00	\$35.10	\$7.50	\$1.05	\$0.35	\$0.00	\$8.43	\$0.75	\$0.00	\$0.00	\$53.18	\$70.74
4th 1000 hrs	75.00	\$37.61	\$7.50	\$1.13	\$0.38	\$0.00	\$9.03	\$0.75	\$0.00	\$0.00	\$56.40	\$75.21
5th 1000 hrs	80.00	\$40.12	\$7.50	\$1.20	\$0.40	\$0.00	\$9.63	\$0.75	\$0.00	\$0.00	\$59.60	\$79.66
6th 1000 hrs	85.00	\$42.63	\$7.50	\$1.28	\$0.43	\$0.00	\$10.23	\$0.75	\$0.00	\$0.00	\$62.82	\$84.13
7th 1000 hrs	90.00	\$45.14	\$7.50	\$1.35	\$0.45	\$0.00	\$10.83	\$0.75	\$0.00	\$0.00	\$66.01	\$88.58

Special Calculation Note : Other is Health Reimbursement Account

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

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

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

Ratio :
(1) Journeyman Lineman to (1) Apprentice

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

Special Jurisdictional Note :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside Cincinnati

Change # : LCN01-2024ibLoc71Cincinnati

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

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lineman	\$44.52		\$7.25	\$1.34	\$0.45	\$0.00	\$8.90	\$0.50	\$0.00	\$0.00	\$62.96	\$85.22
Traffic Signal & Lighting Journeyman	\$42.93		\$7.25	\$1.29	\$0.42	\$0.00	\$8.59	\$0.50	\$0.00	\$0.00	\$60.98	\$82.45
Equipment Operator	\$39.11		\$7.25	\$1.17	\$0.39	\$0.00	\$7.82	\$0.50	\$0.00	\$0.00	\$56.24	\$75.79
Groundman 0-12 months (W/O CDL)	\$23.71		\$7.25	\$0.71	\$0.24	\$0.00	\$4.74	\$0.50	\$0.00	\$0.00	\$37.15	\$49.01
Groundman 0-21 Months (W/CDL)	\$25.90		\$7.25	\$0.77	\$0.26	\$0.00	\$5.18	\$0.50	\$0.00	\$0.00	\$39.86	\$52.81
Groundman 1 Year or More (W/CDL)	\$28.11		\$7.25	\$0.84	\$0.28	\$0.00	\$5.62	\$0.50	\$0.00	\$0.00	\$42.60	\$56.66
Traffic Signal Apprentices												
1st 1,000 hours	\$25.76		\$7.25	\$0.77	\$0.26	\$0.00	\$5.15	\$0.50	\$0.00	\$0.00	\$39.69	\$52.57
2nd 1,000 hours	\$27.90		\$7.25	\$0.84	\$0.28	\$0.00	\$5.58	\$0.50	\$0.00	\$0.00	\$42.35	\$56.30
3rd 1,000 hours	\$30.05		\$7.25	\$0.90	\$0.30	\$0.00	\$6.01	\$0.50	\$0.00	\$0.00	\$45.01	\$60.03
4th 1,000 hours	\$32.20		\$7.25	\$0.97	\$0.32	\$0.00	\$6.44	\$0.50	\$0.00	\$0.00	\$47.68	\$63.78
5th 1,000 hours	\$34.34		\$7.25	\$1.03	\$0.34	\$0.00	\$6.87	\$0.50	\$0.00	\$0.00	\$50.33	\$67.50
6th 1,000 hours	\$38.64		\$7.25	\$1.16	\$0.39	\$0.00	\$7.73	\$0.50	\$0.00	\$0.00	\$55.67	\$74.99
Apprentice Lineman	Percent											
1st 1,000 Hours	60.00	\$26.71	\$7.25	\$0.80	\$0.27	\$0.00	\$5.34	\$0.50	\$0.00	\$0.00	\$40.87	\$54.23
2nd 1,000 Hours	65.00	\$28.94	\$7.25	\$0.87	\$0.29	\$0.00	\$5.79	\$0.50	\$0.00	\$0.00	\$43.64	\$58.11
3rd 1,000 Hours	70.00	\$31.16	\$7.25	\$0.93	\$0.31	\$0.00	\$6.23	\$0.50	\$0.00	\$0.00	\$46.38	\$61.97
4th 1,000 Hours	75.00	\$33.39	\$7.25	\$1.00	\$0.33	\$0.00	\$6.68	\$0.50	\$0.00	\$0.00	\$49.15	\$65.84
5th 1,000 Hours	80.00	\$35.62	\$7.25	\$1.07	\$0.36	\$0.00	\$7.12	\$0.50	\$0.00	\$0.00	\$51.92	\$69.72
6th 1,000 Hours	85.00	\$37.84	\$7.25	\$1.14	\$0.38	\$0.00	\$7.57	\$0.50	\$0.00	\$0.00	\$54.68	\$73.60
7th 1,000 Hours	90.00	\$40.07	\$7.25	\$1.20	\$0.40	\$0.00	\$8.01	\$0.50	\$0.00	\$0.00	\$57.43	\$77.46

Special Calculation Note : Other is Health Reimbursement Account

Ratio :
1 Journeymen to 1 Apprentice

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

Special Jurisdictional Note :

Details :

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

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

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

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN02-2024ibLoc71HTPC

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

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lineman	\$52.94		\$7.50	\$1.59	\$0.53	\$0.00	\$12.71	\$0.75	\$0.00	\$0.00	\$76.02	\$102.49
Certified Lineman Welder	\$52.94		\$7.50	\$1.59	\$0.53	\$0.00	\$12.71	\$0.75	\$0.00	\$0.00	\$76.02	\$102.49
Certified Cable Splicer	\$52.94		\$7.50	\$1.59	\$0.53	\$0.00	\$12.71	\$0.75	\$0.00	\$0.00	\$76.02	\$102.49
Operator A	\$47.43		\$7.50	\$1.42	\$0.47	\$0.00	\$11.38	\$0.75	\$0.00	\$0.00	\$68.95	\$92.66
Operator B	\$41.99		\$7.50	\$1.26	\$0.42	\$0.00	\$10.08	\$0.75	\$0.00	\$0.00	\$62.00	\$83.00
Operator C	\$33.74		\$7.50	\$1.01	\$0.34	\$0.00	\$8.10	\$0.75	\$0.00	\$0.00	\$51.44	\$68.31
Groundman 0-12 months Exp	\$26.47		\$7.50	\$0.79	\$0.26	\$0.00	\$6.35	\$0.75	\$0.00	\$0.00	\$42.12	\$55.35
Groundman 0-12 months Exp w/CDL	\$29.12		\$7.50	\$0.87	\$0.29	\$0.00	\$6.99	\$0.75	\$0.00	\$0.00	\$45.52	\$60.08
Groundman 1 yr or more	\$29.12		\$7.50	\$0.87	\$0.29	\$0.00	\$6.99	\$0.75	\$0.00	\$0.00	\$45.52	\$60.08
Groundman 1 yr or more w/CDL	\$34.41		\$7.50	\$1.03	\$0.34	\$0.00	\$8.26	\$0.75	\$0.00	\$0.00	\$52.29	\$69.50
Equipment Mechanic A	\$41.99		\$7.50	\$1.26	\$0.42	\$0.00	\$10.08	\$0.75	\$0.00	\$0.00	\$62.00	\$83.00
Equipment Mechanic B	\$37.86		\$7.50	\$1.14	\$0.38	\$0.00	\$9.09	\$0.75	\$0.00	\$0.00	\$56.72	\$75.65
Equipment Mechanic C	\$33.74		\$7.50	\$1.01	\$0.34	\$0.00	\$8.10	\$0.75	\$0.00	\$0.00	\$51.44	\$68.31
X-Ray Technician	\$52.94		\$7.50	\$1.59	\$0.53	\$0.00	\$12.71	\$0.75	\$0.00	\$0.00	\$76.02	\$102.49
Apprentice												
	Percent											
1st 1000 hrs	60.00	\$31.76	\$7.50	\$0.95	\$0.32	\$0.00	\$7.62	\$0.75	\$0.00	\$0.00	\$48.90	\$64.79
2nd 1000 hrs	65.00	\$34.41	\$7.50	\$1.03	\$0.34	\$0.00	\$8.26	\$0.75	\$0.00	\$0.00	\$52.29	\$69.50
3rd 1000 hrs	70.00	\$37.06	\$7.50	\$1.11	\$0.37	\$0.00	\$8.89	\$0.75	\$0.00	\$0.00	\$55.68	\$74.21
4th 1000 hrs	75.00	\$39.71	\$7.50	\$1.19	\$0.40	\$0.00	\$9.53	\$0.75	\$0.00	\$0.00	\$59.07	\$78.93
5th 1000 hrs	80.00	\$42.35	\$7.50	\$1.27	\$0.42	\$0.00	\$10.16	\$0.75	\$0.00	\$0.00	\$62.45	\$83.63
6th 1000 hrs	85.00	\$45.00	\$7.50	\$1.35	\$0.45	\$0.00	\$10.80	\$0.75	\$0.00	\$0.00	\$65.85	\$88.35
7th 1000 hrs	90.00	\$47.65	\$7.50	\$1.43	\$0.48	\$0.00	\$11.44	\$0.75	\$0.00	\$0.00	\$69.25	\$93.07

Special Calculation Note : Other is Health Retirement Account

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

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

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

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

Ratio :
1 Journeyman to 1 Apprentice

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

Special Jurisdictional Note :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 212 Voice Data Video

Change # : LCN01-2024ibLoc212VDV

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

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician A	\$27.20		\$6.85	\$6.07	\$0.52	\$0.00	\$2.25	\$0.50	\$0.00	\$0.00	\$43.39	\$56.99
Electrical-Installer Technician B	\$25.84		\$6.85	\$6.03	\$0.49	\$0.00	\$2.25	\$0.50	\$0.00	\$0.00	\$41.96	\$54.88
JW Installer Technician	\$24.48		\$6.85	\$5.98	\$0.47	\$0.00	\$2.25	\$0.50	\$0.00	\$0.00	\$40.53	\$52.77
NON BICSI Installer	\$17.68		\$4.24	\$2.18	\$0.34	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$26.44	\$35.28
Cable Puller	\$13.60		\$4.24	\$0.41	\$0.26	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$18.76	\$25.56
Apprentice												
	Percent											
1st Period 0-1000 Hours	55.00	\$14.96	\$4.24	\$3.34	\$0.28	\$0.00	\$1.24	\$0.19	\$0.00	\$0.00	\$24.25	\$31.73
2nd Period 1001-2000 Hours	55.00	\$14.96	\$4.24	\$3.34	\$0.28	\$0.00	\$1.24	\$0.19	\$0.00	\$0.00	\$24.25	\$31.73
3rd Period 2001-3000 Hours	65.00	\$17.68	\$6.85	\$3.94	\$0.34	\$0.00	\$1.46	\$0.33	\$0.00	\$0.00	\$30.60	\$39.44
4th Period 3001-4000 Hours	65.00	\$17.68	\$6.85	\$3.94	\$0.34	\$0.00	\$1.46	\$0.33	\$0.00	\$0.00	\$30.60	\$39.44
5th Period 4001-5000 Hours	75.00	\$20.40	\$6.85	\$4.55	\$0.39	\$0.00	\$1.69	\$0.38	\$0.00	\$0.00	\$34.26	\$44.46
6th Period 5001-6000 Hours	75.00	\$20.40	\$6.85	\$4.55	\$0.39	\$0.00	\$1.69	\$0.38	\$0.00	\$0.00	\$34.26	\$44.46
7th Period 6001-7000 Hours	80.00	\$21.76	\$6.85	\$5.90	\$0.41	\$0.00	\$2.25	\$0.40	\$0.00	\$0.00	\$37.57	\$48.45
8th Period 7001-8000 Hours	80.00	\$21.76	\$6.85	\$5.90	\$0.41	\$0.00	\$2.25	\$0.40	\$0.00	\$0.00	\$37.57	\$48.45

Special Calculation Note : Other is Health Reimbursement Account.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

BROWN, CLERMONT, HAMILTON

Special Jurisdictional Note :

Details :

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

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

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

Fire Alarm work shall not be part of this agreement.

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

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

-- Installer Technician (B) shall be an individual with four (4) years experience & training, successfully completed classroom and OJT requirements of JATC

administrated apprentice program, pass and maintain BICSI Installer Level 1 and Installer Level 2.

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

Prevailing Wage Rate Skilled Crafts

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

Change # : **LCN01-2023Loc212in**

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

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$34.41		\$7.60	\$10.03	\$0.62	\$0.00	\$2.65	\$0.65	\$0.00	\$0.00	\$55.96	\$73.17
CE-3 12,001-14,000 Hrs	\$27.05		\$6.67	\$0.81	\$0.88	\$0.00	\$0.81	\$0.00	\$0.00	\$0.00	\$36.22	\$49.75
CE-2 10,001-12,000 Hrs	\$21.64		\$6.67	\$0.65	\$0.88	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$30.49	\$41.31
CE-1 8,001-10,000 Hrs	\$19.83		\$6.67	\$0.59	\$0.88	\$0.00	\$0.59	\$0.00	\$0.00	\$0.00	\$28.56	\$38.48
CW-4 6,001-8,000 Hrs	\$18.03		\$6.67	\$0.54	\$0.88	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$26.66	\$35.68
CW-3 4,001-6,000 Hrs	\$16.23		\$6.67	\$0.49	\$0.88	\$0.00	\$0.49	\$0.00	\$0.00	\$0.00	\$24.76	\$32.88
CW-2 2,001-4,000 Hrs	\$15.33		\$6.67	\$0.46	\$0.88	\$0.00	\$0.46	\$0.00	\$0.00	\$0.00	\$23.80	\$31.46
CW-1 0-2,000 Hrs	\$14.42		\$6.67	\$0.43	\$0.88	\$0.00	\$0.43	\$0.00	\$0.00	\$0.00	\$22.83	\$30.04
Apprentice	Percent											
1st period 0-1000 hrs	45.00	\$15.48	\$7.60	\$0.46	\$0.28	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$24.17	\$31.92
2nd period 1000-2000 hrs	48.00	\$16.52	\$7.60	\$0.50	\$0.30	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$25.27	\$33.53
3rd period 2000-3500 hrs	50.02	\$17.21	\$7.60	\$5.02	\$0.31	\$0.00	\$1.60	\$0.65	\$0.00	\$0.00	\$32.39	\$41.00
4th period 3500-5000 hrs	52.00	\$17.89	\$7.60	\$5.22	\$0.32	\$0.00	\$1.65	\$0.65	\$0.00	\$0.00	\$33.33	\$42.28
5th period 5000-6500 hrs	57.00	\$19.61	\$7.60	\$5.72	\$0.35	\$0.00	\$1.70	\$0.65	\$0.00	\$0.00	\$35.63	\$45.44
6th period 6500-8000 hrs	68.00	\$23.40	\$7.60	\$6.82	\$0.42	\$0.00	\$1.95	\$0.65	\$0.00	\$0.00	\$40.84	\$52.54

Special Calculation Note : Other is; Supplemental Unemployment

Ratio :

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

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

Jurisdiction (* denotes special jurisdictional note) :

BROWN, CLERMONT, HAMILTON

Construction Electrician and Construction Wireman Ratio

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

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

existing fixtures, warehouses, gas stations, food service centers, restaurants, entertainment facilities, hospitals, clinics, motels, residential buildings.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 212 Inside

Change # : LCN01-2024ibLoc212in

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

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

Special Calculation Note : Other is; Supplemental Unemployment

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

BROWN, CLERMONT, HAMILTON

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy

Change # : LCN01-2024ibCementHevHwy

Craft : Cement Mason Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Cement Mason	\$34.74	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$54.26	\$71.63
Apprentice	Percent										
1st Year	70.00	\$24.32	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$43.84	\$56.00
2nd Year	80.00	\$27.79	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$47.31	\$61.21
3rd Year	90.00	\$31.27	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$50.79	\$66.42
4th Year	95.00	\$33.00	\$8.80	\$7.65	\$0.75	\$0.00	\$3.25	\$0.07	\$0.00	\$53.52	\$70.02

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

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

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

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

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

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 132 (Cincinnati)

Change # : LCN01-2024ibLoc132

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

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Classification												
Cement Mason	\$32.00	\$8.00	\$6.50	\$0.75	\$0.00	\$0.44	\$0.06	\$0.00	\$0.00	\$47.75	\$63.75	
Apprentice	Percent											
1st Year	70.00	\$22.40	\$8.00	\$6.50	\$0.75	\$0.00	\$0.44	\$0.06	\$0.00	\$0.00	\$38.15	\$49.35
2nd Year	80.00	\$25.60	\$8.00	\$6.50	\$0.75	\$0.00	\$0.44	\$0.06	\$0.00	\$0.00	\$41.35	\$54.15
3rd Year	90.00	\$28.80	\$8.00	\$6.50	\$0.75	\$0.00	\$0.44	\$0.06	\$0.00	\$0.00	\$44.55	\$58.95

Special Calculation Note : Other: International Training Fund

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter & Pile Driver SW Zone 2

Change # : LCN01-2024ibLocSWZone2

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

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

Special Calculation Note : Other is for UBC National Fund.

Ratio :
1 Journeyman to 1 Apprentice

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

Special Jurisdictional Note :

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

Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling, and reloading all equipment that is used for pile driving including pile butts. pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The diver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete, or composite that is jettied, driven, or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary. Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite. loading, unloading, erecting, framing, dismantling, moving, and handling of pile driving equipment. piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, and the erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed.

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter & Pile Driver SW District HevHwy

Change # : LCR01-2024ibCarpSWHevHwy

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

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

Special Calculation Note : Other is UBC National Fund.

Ratio :

1 Journeymen to 1 Apprentice

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

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Millwright Local 1090 SW Zone I

Change # : LCN01-2024ibLoc1090SWZ1

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

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

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

Ratio :
3 Journeymen to 1 Apprentice

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Floorlayer SW District G

Change # : LCN01-2023ibLocSWG

Craft : Carpenter Effective Date : 09/20/2023 Last Posted : 09/20/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Floorlayer	\$29.02		\$8.31	\$6.95	\$0.60	\$0.00	\$2.28	\$0.15	\$0.00	\$0.00	\$47.31	\$61.82
Apprentice	Percent											
1st 3 months	65.00	\$18.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.86	\$28.29
2nd 3 months	65.00	\$18.86	\$8.31	\$0.00	\$0.60	\$0.00	\$2.28	\$0.15	\$0.00	\$0.00	\$30.20	\$39.63
2nd 6 months	65.00	\$18.86	\$8.31	\$0.00	\$0.60	\$0.00	\$2.28	\$0.15	\$0.00	\$0.00	\$30.20	\$39.63
3rd 6 months	70.00	\$20.31	\$8.31	\$0.00	\$0.60	\$0.00	\$2.28	\$0.15	\$0.00	\$0.00	\$31.65	\$41.81
4th 6 months	75.00	\$21.76	\$8.31	\$0.00	\$0.60	\$0.00	\$2.28	\$0.15	\$0.00	\$0.00	\$33.11	\$43.99
5th 6 months	80.00	\$23.22	\$8.31	\$6.95	\$0.60	\$0.00	\$2.28	\$0.15	\$0.00	\$0.00	\$41.51	\$53.11
6th 6 months	85.00	\$24.67	\$8.31	\$6.95	\$0.60	\$0.00	\$2.28	\$0.15	\$0.00	\$0.00	\$42.96	\$55.29
7th 6 months	90.00	\$26.12	\$8.31	\$6.95	\$0.60	\$0.00	\$2.28	\$0.15	\$0.00	\$0.00	\$44.41	\$57.47
8th 6 months	95.00	\$27.57	\$8.31	\$6.95	\$0.60	\$0.00	\$2.28	\$0.15	\$0.00	\$0.00	\$45.86	\$59.64

Special Calculation Note : Other fs for UBC National Fund and Install

Ratio :
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY, WARREN

Special Jurisdictional Note :

Details :
Scope of work shall include, but not be limited to: receiving,unloading,handling,distribution and installation of all carpeting materials,carpet padding or matting materials and all resilient materials whether for use on walls, floors,counter, sink,table and all preparation work necessary in connection therewith, including sanding work. the installation of nonstructural under-layment and the work of removing, cleaning waxing of any of the above. Carpeting shall include any floor covering composed of either natural or synthetic fibers that are made in breadths to be sewed, fastened or directly glued to floors or over cushioning sound-proofing materials.Resilient Floors shall consist of and include the laying of all special designs of wood,wood block, wood composition, cork, linoleum, asphalt, mastic, plastic, rubber tile,whether nailed or glued.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Cincinnati)

Change # : LCN01-2024ibLoc23Cinci

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

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer	\$35.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.18	\$69.68
Stone Mason	\$35.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.18	\$69.68
Pointer Caulker Cleaner	\$35.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.18	\$69.68
Refractory Workers	\$36.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.18	\$71.18
Refractory Worker Hot Pay	\$38.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.18	\$74.18
Sawman	\$35.25		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.43	\$70.05
Layout Man	\$35.25		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.43	\$70.05
Free Standing Chimney	\$35.50		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.68	\$70.43
Apprentice	Percent											
1st 6 months	70.00	\$24.50	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.68	\$53.93
2nd 6 months	74.00	\$25.90	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.08	\$56.03
3rd 6 months	78.00	\$27.30	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.48	\$58.13
4th 6 months	82.00	\$28.70	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.88	\$60.23
5th 6 months	86.00	\$30.10	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.28	\$62.33
6th 6 months	90.00	\$31.50	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.68	\$64.43
7th 6 months	94.00	\$32.90	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.08	\$66.53
8th 6 months	98.00	\$34.30	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.48	\$68.63
MASON FINISHER 1-90 Days	45.00	\$15.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.75	\$23.62
90-365 Days	45.00	\$15.75	\$9.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.54	\$33.42
366+ Days	50.00	\$17.50	\$9.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.29	\$36.04

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

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

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

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

Details :

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

Refractory work is classified as working with any of the following materials:

Acid brick, carbon black brick or carbon black block, firebrick grinding, plastics (with a gun)
and any resinous cement.

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Cincinnati)

Change # : LCN01-2024ibLoc23Cinci

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

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer	\$35.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.18	\$69.68
Stone Mason	\$35.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.18	\$69.68
Pointer Caulker Cleaner	\$35.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.18	\$69.68
Refractory Workers	\$36.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.18	\$71.18
Refractory Worker Hot Pay	\$38.00		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.18	\$74.18
Sawman	\$35.25		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.43	\$70.05
Layout Man	\$35.25		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.43	\$70.05
Free Standing Chimney	\$35.50		\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.68	\$70.43
Apprentice	Percent											
1st 6 months	70.00	\$24.50	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.68	\$53.93
2nd 6 months	74.00	\$25.90	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.08	\$56.03
3rd 6 months	78.00	\$27.30	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.48	\$58.13
4th 6 months	82.00	\$28.70	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.88	\$60.23
5th 6 months	86.00	\$30.10	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.28	\$62.33
6th 6 months	90.00	\$31.50	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.68	\$64.43
7th 6 months	94.00	\$32.90	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.08	\$66.53
8th 6 months	98.00	\$34.30	\$9.79	\$6.64	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.48	\$68.63
MASON FINISHER 1-90 Days	45.00	\$15.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.75	\$23.62
90-365 Days	45.00	\$15.75	\$9.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.54	\$33.42
366+ Days	50.00	\$17.50	\$9.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.29	\$36.04

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

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

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

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

Details :

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

Refractory work is classified as working with any of the following materials:

Acid brick, carbon black brick or carbon black block, firebrick grinding, plastics (with a gun)
and any resinous cement.

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

Prevailing Wage Rate Skilled Crafts

Name of Union: **Bricklayer Local 23 Tile Mechanic**

Change # : **LCN01-2023ibLoc23TM**

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

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

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.
Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 Tile Finisher

Change # : LCN01-2023ibLoc23TF

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

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

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.
Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

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

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2024ibLoc23HevHwyB

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

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

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2024ibLoc23HevHwyA

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

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

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: **Boilermaker Local 105**

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

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

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

Special Calculation Note : Other is Supplemental Health and Welfare

Ratio :
5 Journeymen to 1 Apprentice

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 8 Heat & Frost Insulators

Change # : LCN01-2024ibLoc8

Craft : Asbestos Worker Effective Date : 03/06/2024 Last Posted : 03/06/2024

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Asbestos Insulators	\$34.23	\$8.64	\$9.35	\$0.45	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$56.17	\$73.28
Apprentice Rates for those that began BEFORE March 1, 2024											
1st Year	\$18.83	\$8.64	\$5.10	\$0.45	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$36.52	\$45.94
2nd Year	\$20.53	\$8.64	\$6.65	\$0.45	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$39.77	\$50.04
3rd Year	\$22.25	\$8.64	\$6.65	\$0.45	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$41.49	\$52.62
4th Year	\$23.96	\$8.64	\$6.65	\$0.45	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$43.20	\$55.18
Apprentice Rates for those that began AFTER March 1, 2024											
	Percent										
1st Year	55.00	\$18.83	\$8.64	\$5.10	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$33.02	\$42.43
2nd Year	59.98	\$20.53	\$8.64	\$6.65	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$36.27	\$46.54
3rd Year	65.00	\$22.25	\$8.64	\$6.65	\$0.45	\$0.00	\$3.50	\$0.00	\$0.00	\$41.49	\$52.61
4th Year	70.00	\$23.96	\$8.64	\$6.65	\$0.45	\$0.00	\$3.50	\$0.00	\$0.00	\$43.20	\$55.18

Special Calculation Note :

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 207

Change # : LCR01-2024ibLoc207

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

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

Special Calculation Note :

Ratio :

3 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

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

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

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

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

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

Details :

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

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

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

Hilltop Lot (ITB #020-25)
BP #1 – Demolition
February 28, 2025
THP #25041.00

SECTION 005000

AGREEMENT FORM

1. The Contract Form for this project will be AIA A132-2019 (modified).

END OF SECTION

Amended and Modified
DRAFT AIA® Document A132™ - 2019

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

AGREEMENT made as of the « » day of « » in the year «2025»
(In words, indicate day, month, and year.)

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

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

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

« »

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

« Hilltop Lot »
« ITB 020-25 »
« BP #1 - Demolition »

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

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

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

« THP Limited, Inc. »
« 221 East Fourth Street, Suite 1150 »
« Cincinnati, OH 45202 »

The Owner and Contractor agree as follows.

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

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

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

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
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4	CONTRACT SUM
5	PAYMENTS
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7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions, including the General Conditions of the Contract for Construction, AIA A232-2019, as modified and attached hereto), Drawings, Specifications, Addenda issued prior to execution of this Agreement, all insurance and bonds as set forth in AIA A132-2019 (Exhibit A hereto), the Contractor's Construction Schedule (as defined in Paragraph 3.10 of the General Conditions and as modified from time to time), the Schedule of Values (as defined in Paragraph 9.2 of the General Conditions and as modified from time to time), the Project Schedule (as defined in Paragraph 3.10 of the General Conditions and as modified from time to time), and other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. All references in this Agreement to the AIA A232-2019 shall be to the AIA A232-2019 as modified and attached hereto. In the event of a conflict or inconsistency in or among the Contract Documents, the Contractor shall, unless directed otherwise in writing by the Owner, provide the greatest quantity, highest quality, highest degree of safety, and most stringent material, equipment or Work.

ARTICLE 2 THE WORK OF THIS CONTRACT

§ 2.1 The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

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

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

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

§ 2.5 The Contractor shall perform and complete its obligations under this Contract through the exercise of care, diligence and skill expected of a contractor (i) that is experienced and skilled in construction of the quality, complexity, size, nature, site and location comparable to the Project, and (ii) that is highly familiar with (a) the site upon which the Project is to be constructed and (b) local conditions under which the Work is to be performed (such care, diligence, and skill is the "Standard of Care").

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Omitted

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

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

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

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

By the following date:

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

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

Portion of Work

Date to be substantially complete

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

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

§ 3.6 If, in the reasonable judgment of the Owner, the Contractor is unlikely to achieve Substantial Completion of the entire Work as required by the Contract Documents, then the Owner may require the Contractor to furnish promptly a "Recovery Plan" to demonstrate the manner and time period, not to exceed seven (7) days, in which the Contractor shall restore the progress and completion of the Work in compliance with that required by the Contract Documents. If the

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

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

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

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

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

[**« X »**] Stipulated Sum, in accordance with Section 4.2 below

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

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

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

§ 4.2 Stipulated Sum

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

§ 4.2.2 Alternates

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

Item	Price

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance

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

Item	Price
Cash Allowance 1	\$50,000.00

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

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

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

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

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

§ 4.3 Omitted

§ 4.4 Omitted

§ 4.5 Damages

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

§ 4.6 Other

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

« N/A »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon complete Applications for Payment submitted to the Construction Manager and Owner by the Contractor in accordance with the requirements set forth herein, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments of approved amounts on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment and all required supporting documentation are received by the Construction Manager not later than the « 5th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « 5th » day of the « following » month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « thirty » (« 30 ») days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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

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

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of the General Conditions;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the General Conditions; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Omitted

§ 5.1.6 Omitted

§ 5.1.7 Retainage

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

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

«.1 for labor performed prior to Substantial Completion of the Work, the progress payment shall be reduced by eight percent (8%) and made at the rate of ninety-two percent (92%) of the schedule of values prepared by the Contractor and approved by the Architect and Construction Manager and
.2 provided the materials have been inspected and found to meet the specifications, the progress payment for materials delivered to and suitably stored at the Project site shall be reduced by eight percent (8%) and made at the rate of ninety-two percent (92%) of the schedule of values prepared by the Contractor and approved by the Architect and Construction Manager. The retained balance shall be paid when such material is incorporated into and becomes a part of the Project. »

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« N/A »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

«After the Contract is fifty percent (50%) complete, as evidenced by payments in the amount of at least fifty percent (50%) of the Contract Sum to the Contractor, no further funds shall be retained. From the date the Contract is fifty percent (50%) complete, all retained funds shall be deposited into an escrow account designated in Section 153.63 of the Ohio Revised Code. »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

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

« »

§ 5.2 Final Payment

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

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 5.2.2 Omitted

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below.

(Insert rate of interest agreed upon, if any.)

« Zero Percent (0%) »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

§ 6.2 Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of the General Conditions, either party may commence litigation in a court of competent jurisdiction in Hamilton County, Ohio.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

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

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

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

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

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

§ 7.2 Omitted

§ 7.3 Suspension

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

« »
« »
« »
« »
« »

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

« »
« »
« »
« »
« »

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

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

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

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

<< >>

§ 8.7 Omitted

§ 8.8 Other provisions

§ 8.8.1 The Contractor must verify all materials, equipment and labor entering into the Work for conformance with the Contract Documents and must keep such full and detailed accounts as may be necessary for proper financial management under the Contract. The system and method of accounting is subject to Architect’s approval. Architect and Owner, and their agents and employees, will be afforded access to all the Contractor’s records, books, correspondence, instructions, receipts, vouchers, memoranda, and similar data relating to the Contract, and the Contractor must preserve all such records and provide such access for a period of three (3) years after the date of Substantial Completion.

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

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

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

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

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

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

Number	Title	Issue Date

- .6 Specifications:

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

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

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

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

Number	Title	Pages

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

Number	Title	Pages

The following Project documents: »

Number	Title	Pages

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

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

OWNER *(Signature)*

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

CONTRACTOR *(Signature)*

« »« »
(Printed name and title)

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

Hamilton County Assistant Prosecuting Attorney



SECTION 006100
CONTRACT BOND
(Section 153.57 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

(Here insert full name and address or legal title of Contractor)

as Principal and _____
(Here insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto The Board of County Commissioners Hamilton County, and Messer Construction Co., hereinafter called the Oblige, in the penal sum of

_____ dollars (\$ _____),

for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above Principal did on the

_____ day of _____, 20____, file with the Oblige, a proposal for the erection and completion of:

_____.

NOW, THEREFORE, after awarding of the said contract in accordance with the proposal, plans, details, specifications and bills of material, which said proposal faithfully perform each and every condition of such contract and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefor; and pay all lawful claims of subcontractors, materialmen and laborers, for labor performed or material furnished in carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialmen or laborer having a just claim, as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions

Hilltop Lot (ITB #020-25)
BP #1 – Demolition
February 28, 2025
THP #25041.00

in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said Surety on this bond, and does hereby waive notice of any modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____ day of _____, 20____

Principal

By:_____

Title:_____

Surety

By:_____

Attorney-in-Fact

Surety company address

Surety Agent's name and address

SECTION 006150
ESCROW AGREEMENT

Agreement made on _____, _____, between The Board of County Commissioners, Hamilton County, Ohio, hereinafter called County, and _____, hereinafter called escrow agent.

WHEREAS, the County and _____, hereinafter called contractor, have entered into a contract identified as _____; and,

WHEREAS, Section 153.12, et. seq., Ohio Revised Code, requires the County to retain certain funds due to the Contractor in order to assure completion of the project which is the subject of the above mentioned contract; and,

WHEREAS, Section 153.63, Ohio Revised Code, provides for the placement of funds retained by the County in an escrow account;

NOW, therefore, it is agreed that:

1. County and Contractor agree to employ _____, to act as escrow agent in connection with funds retained by the County pursuant to the provisions of the contract identified as _____.
2. The escrow account shall be opened on or before _____, _____, with the deposit by the County with the escrow agent, the sum of _____ dollars. The escrow agent shall deposit such funds with the _____
(Bank) (Savings & loan)
in an interest earning savings account.
3. The escrow agent shall hold the escrowed principal and income until receipt of notice from the County and the Contractor, or until receipt of an arbitration order specifying the amount of the escrowed principal to be released and the person to whom it is to be released. Upon receipt of the notice or order, the agent shall promptly pay such amount of principal and a proportionate amount of the escrowed income to the person indicated.
4. The escrow agent may commingle the escrowed funds with funds held pursuant to other escrowed agreements.
5. The escrow agent shall be paid nothing, for its services.

IN WITNESS WHEREOF, the parties have executed this agreement at _____

on the _____ day of _____, _____.

Hilltop Lot (ITB #020-25)
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The Board of County Commissioners, Hamilton County, Ohio

By: _____
County Administrator

Witness

Witness

By: _____
Contractor

Witness

Witness

_____ hereby accepts employment as
escrow and hereby agrees to meet the obligations and perform the duties of escrow agent as set forth
in the foregoing agreement.

Date: _____

Escrow Agent

Hilltop Lot (ITB #020-25)

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SECTION 007200

GENERALCONDITIONS

1. General Conditions AIA A232-2009 amended is included and attached.

END OF SECTION

007200 - 1

DRAFT AIA® Document A232™ - 2019

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

for the following PROJECT:

(Name, and location or address)

« Hilltop Lot »
« ITB 020-25 »
« BP #1 - Demolition »

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

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

THE OWNER:

(Name, legal status, and address)

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

THE ARCHITECT:

(Name, legal status, and address)

« THP Limited, Inc. »
« 221 East Fourth Street, Suite 1150 »
« Cincinnati, OH 45202 »

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

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

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, all insurance and bonds as set forth in AIA A132-2019 (Exhibit A hereto), the Contractor's Construction Schedule (as defined in Paragraph 3.10 of the General Conditions and as modified from time to time), the Schedule of Values (as defined in Paragraph 9.2 of the General Conditions and as modified from time to time), the Project Schedule (as defined in Paragraph 3.10 of the General Conditions and as modified from time to time), and other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.

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

§ 1.1.3 The Work. The term "Work" means the construction, supervision and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, inspections, testing, tools, supplies, fuel, transportation, installation, temporary facilities, supervision, clean-up and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Contractor shall pay all costs of the performance of all its obligations under the Agreement, even if such costs exceed the Contract Sum.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

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

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

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

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The Contract Documents are to be read and interpreted as a whole. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work and to require Contractor to provide the highest quality and greatest quantity consistent with the Contract Documents. The terms and conditions of this Section 1.2.1 shall not relieve the Contractor of any of its obligations as set forth in any other Section of these General Conditions.

- .1** On the Drawings, given dimensions shall take precedence over scaled measurements and large-scale drawings over small-scale drawings.
- .2** Before ordering any materials or doing any Work, the Contractor shall verify measurements at the site and shall be responsible for the correctness of such measurements. No extra charges or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference that may be found shall be submitted to the Architect and Owner for resolution before proceeding with the Work.
- .3** If a minor change in the Work is necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure to the Architect and Owner for written approval before making the change.

The Owner shall not be required to make any adjustment to either the Contract Sum or Contract Time because of any failure by the Contractor to comply with the requirements of this Section 1.2.1. Actual or alleged conflicts or inconsistencies between the Drawings and Specifications or other Contract Documents shall be brought to the Architect's and Owner's attention in writing, prior to performing the affected Work.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.2.4 The Contractor and each of its Subcontractors shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation (1) the location, condition, layout, and nature of the site and surrounding areas, (2) prevailing climatic conditions, (3) available labor supply and cost, (4) availability and cost of materials, tools, and equipment, and (5) other similar situations. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section 1.2.4.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The ownership and intellectual property interests in the Drawings, Specifications and other documents prepared for the Project shall be governed by the terms and conditions of the Agreement between Owner and Architect'. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner's, Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.5.3 Contractor acknowledges that any information other than the Contract Documents furnished by the Owner to the Contractor is for informational purposes only and does not constitute a representation by the Owner as to any of these items. Contractor acknowledges that any such information may be incomplete or inaccurate and that it has taken such additional steps as may be necessary to satisfy itself as to actual conditions.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery. For the sake of clarity, electronic transmission is not an acceptable means of delivery for notice of Claims pursuant to Section 15.1 and does not comply with the notice requirements for Section 15.1.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term “Owner” means the Owner or the Owner's authorized representative.

§ 2.1.2 “Omitted.

§ 2.2 ‘Omitted

““““““

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall compare such information with observable physical conditions and the Contract Documents and, on the basis of review, promptly report to the Owner in writing any apparent conflicts, errors, or omissions.

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

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

§ 2.3.8 Omitted.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents, fails to make submissions in accordance with the Contract Documents, fails to carry out Work in accordance with the Contract Documents, fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials or equipment so as to be able to complete the Work within the Contract Time, or fails to promptly remove and discharge any lien filed upon Owner’s property by anyone claiming by, through or based on the requirements of the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, immediately and without further notice, without prejudice to other remedies the Owner may have, correct such default or neglect. The Construction Manager or Architect may,

pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.6 When the services of the Architect, Construction Manager, Owner's Representative, testing and inspection agencies or others are required because of defective Work, neglect, failure, deficiency, or default by the Contractor or anyone employed under or hired by the Contractor, such services of the Architect, Construction Manager, Owner's Representative, testing and inspection agencies or others along with other costs, damages and liabilities incurred by Owner shall be the basis for adjusting the Contract Sum by a Change Order or Construction Change Directive, to compensate Owner for the additional services and such costs, damages and liabilities. This Section 2.6 shall be in addition to any other rights or remedies of the Owner as set forth in this Agreement or provided by law.

§ 2.7 Extent of Owner's and/or Construction Manager's Rights

§ 2.7.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights or remedies of the Owner granted in the Contract Documents, at law or in equity.

§ 2.7.2 In no event shall the Owner or Construction Manager be deemed to have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner or Construction Manager in the Contract Documents. The Owner shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents, or for the acts or omissions of the Contractor, Subcontractors, any of their respective agents or employees, or any other persons performing any of the Work.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has (i) conducted a thorough investigation of the Project site, the Contract Documents and other documents made available to the Contractor by the Owner, (ii) carefully investigated and considered the need to coordinate the Work with the work of other contractors, the possibility of delay in the various components of the Work, the possibility of obstacles and conditions not identified by the Owner (and the cost to the Contractor and impact on its schedule of such unidentified items), conditions relating to the transportation, handling and storage of materials, availability of labor, the effect of any labor agreements, weather, applicable provisions of law and the character and availability of equipment, material and facilities needed before and during the prosecution of the Work, (iii) reviewed all plans, specifications, drawings, reports and other materials with respect to the Project and its systems, (iv) considered staging, access and materials and equipment delivery issues, and (v) evaluated all other matters and conditions of the Project site which may affect the provision of Contractor's services and completion of the Work. In connection with the foregoing, and having visited the Project Site, the Contractor acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities or conflicts in the Contract Documents and that if it becomes aware of any such discrepancies, omissions, ambiguities or conflicts, it will promptly notify Owner and Architect of such fact.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner, Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Owner and Construction Manager in such form as the Owner, Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to have all systems complete and in proper operation upon completion of the Project. Even if terms required for completion or proper operation of systems are missing from the Drawings or Specifications, such items must be included in the Work.

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

§ 3.2.4 If any Work deviates from the requirements of the Contract Documents, the Contractor shall be solely responsible for all resulting costs, damages and expenses. No claim by Contractor (a) that the Work indicated was not constructible, or (b) that performing the Work in accordance with the Contract Documents would have caused or resulted in damages, shall be available to Contractor as a defense or a claim to reduce Contractor's liability, or to increase Contractor's compensation or the Contract Time, except to the extent such defense or claim is expressly permitted elsewhere in the Contract Documents. This provision does not limit any other rights of Owner or Architect or other obligations of the Contractor'.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work. The Contractor shall promptly report deficient conditions in the Work in writing to the Owner and Construction Manager and shall not begin any subsequent Work until deficient conditions are corrected. The Contractor shall allow a reasonable period of time for such corrections. Commencing any such subsequent Work shall be deemed to be an admission by the Contractor that such portions of the Project were in proper condition to receive such Work and the Contractor shall be deemed to have expressly waived any claims it may otherwise have had with respect to such condition.

§ 3.4 Labor and Materials

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

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

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall use its best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes or strikes where reasonably possible.

§ 3.4.4 The Contractor shall be responsible for all materials including, without limitation, materials which Owner has purchased, and which are or will be integrated into Contractor's Work and shall ensure that such materials are moved to a secure location so as to avoid damage or theft.

§ 3.5 Warranty

§ 3.5.1 In addition to any warranties implied by law or any special warranties with respect to particular equipment or systems, the Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of products, systems, materials and equipment provided by the Contractor and/or its subcontractors or suppliers.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Contractor shall perform the Work in such manner as to preserve all manufacturer's warranties.

§ 3.6 Taxes

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

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

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide written notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2. It is expressly agreed and understood however that the Contract Sum shall never be exceeded unless the Owner agrees in writing.

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall be satisfactory to the Owner so long as the superintendent remains employed by the Contractor or any related entity. The Superintendent shall not be replaced without the Owner's prior written consent. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

- .1 The Contractor's Construction Schedule shall utilize Critical Path Method analysis ("CPM") for all major elements and phases of construction of the Work if required by the Owner, Construction Manager or Architect. The Construction Schedule shall identify, consider and coordinate the purchase of materials and equipment requiring long lead time procurement. Construction schedules submitted to the Owner, Construction Manager and Architect shall be in format acceptable to the Owner, Construction Manager and Architect.
- .2 Contractor shall prosecute its Work promptly and diligently in accordance with the Project Schedule approved by the Owner, Construction Manager and Architect, as said Project Schedule may be revised or modified from time to time by written approval of Owner. Contractor, at its own expense, shall provide all necessary means (i.e., shift work, overtime, additional crews, equipment, etc.) to maintain or return to schedule if Owner, Construction Manager or Architect determines that Contractor is behind schedule because of Contractor's fault, lack of performance or coordination. If Contractor does not provide such necessary means or does not achieve acceptable results within ten (10) business days, Owner may provide supplemental workforces or direct others to perform work to return to schedule. The cost of such supplemental workforces, including additional services of the Owner's Representative, Construction Manager and Architect resulting therefrom, shall be charged to Contractor.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Owner's, Construction Manager's and Architect's approval. The Owner, Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Owner, Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall submit with each monthly payment application an updated Construction Schedule revised to reflect the current status of the Work, said updates being subject to the Owner, Construction Manager and Architect's review and approval. Receipt of these monthly updates shall be a condition precedent to any obligation of the Owner hereunder to make monthly progress payments to the Contractor. All updates to the Contractor's Construction Schedule shall conform to the Project Schedule. The Contractor shall perform the Work in accordance with the most recent schedules approved by the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The Contractor shall pay all costs incurred by the Architect, Construction Manager and Owner for attendant delay, interference, hindrance or disruption of the Project due to excessive re-submittals without fault of the Architect, Construction Manager, separate Contractors or the Owner. Unless otherwise provided in the Contract Documents, re-submittals in excess of two without fault of the Architect, Construction Manager or Owner shall be deemed excessive. If the Shop Drawings or other submittals show variations from the requirements of the Contract Documents, the Contractor shall specify such variations in the Contractor's letter of submittal to the Architect accompanying the submittal.

§ 3.12 Shop Drawings, Product Data, and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action. All Shop Drawings (i) shall comply with applicable performance specifications and (ii) comply with all applicable laws and regulations. Shop Drawings shall be modified at no cost to the Owner as necessary to obtain any permits or approvals, and as required to comply with any applicable laws and regulations or requirement of the Contract Documents.

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

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop

Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof. The issuance of any submittal by the Contractor constitutes a certification by the Contractor that each item has been reviewed in detail and is in full conformance with the Contract Documents unless expressly noted otherwise in writing by Contractor. Review or approval of submittals by the Owner, Construction Manager or Architect does not relieve the Contractor of responsibility for full compliance with all Contract Documents and other contract requirements, unless the Owner, Construction Manager and Architect have given separate written approval to any specific variation. Any variation from the Contract Documents shall be noted prominently and in sufficient detail on both the transmittal document and on the submittal itself. The Contractor shall set forth, in writing, the reason for and description of the variation. If no variations are noted, issuance of the submittal shall constitute a representation by the Contractor to the Owner, Construction Manager and Architect that the submittal complies in all respects with the Contract Documents. The purpose of submittals is to demonstrate, for those portions of the Work for which submittals are required, the way Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Owner, Construction Manager or Architect is subject to the limitations of the Contract Documents. Architect, Construction Manager and Owner's review of submittals shall not relieve Contractor of its responsibility for errors or omissions in Shop Drawings, Product Data or Samples.

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site. The Contractor shall perform the Work so as not to unreasonably interrupt or interfere any operations of the Owner or its Separate Contractors on the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, walks, landscape materials, and other improvements that are damaged or removed due to required excavations or Contractor's Work, shall be patched, repaired or replaced by the Contractor to the satisfaction of the Architect, the owner of such structures and facilities, and authorities having jurisdiction as required by the Plans and Specifications. In the event that a local authority having jurisdiction requires that such repairing and patching be done with its own labor and/or materials, the Contractor shall abide by such regulations and pay for such work.

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

§ 3.15 Cleaning Up

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

§ 3.15.2 The Contractor shall, at its own cost and expense, (1) keep its own work area within the Project Site reasonably free and clear of all waste materials and other rubbish accumulated in connection with the execution of its Work, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom, (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean", and (4) upon final completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. The Contractor's Work Site shall be kept reasonably neat and clean at all times to eliminate hazards, reduce hazard from fire, and to allow easy circulation for workers and materials. Any sidewalk, roadway, or temporary passageway used by the public must be kept clean and safely usable at all times. In the event Contractor fails to clean up as required, Owner, Construction Manager or Architect may give twenty-four (24) hours' notice, which shall be considered given when submitted in writing to the Contractor's field supervisor. After twenty-four (24) hours, if the deficiency has not been remedied to the Owner's satisfaction, the Owner may proceed with the required clean up and deduct the cost thereof, including the cost of additional services of the Owner's Representative, from any amounts due Contractor'.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Owner and Architect through the Construction Manager, specifically setting forth Contractor's reason for such belief. In the event of an infringement of any copyright or patent by Contractor, the Contractor shall use its best efforts, at its sole expense and

option, to (i) obtain for Owner the right to continue using such materials, equipment or software; or (ii) modify the item(s) in question so that it is no longer infringing; or (iii) replace such item(s) with a non-infringing functional equivalent reasonably acceptable to Owner.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and their respective affiliates, officers, directors, shareholders, partners, successors-in-interest, agents and employees of any of them from and against claims, damages, agreed judgments, settlements, default judgments, other judgments, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work or relating to or arising from this Agreement to the extent caused by the negligent and/or intentional acts or omissions or other fault of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

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

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

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

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

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

§ 4.2.6 Communications. The Owner shall communicate with the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager or Owner. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols. The Contractor shall copy the Owner on all correspondence the Contractor sends to the Architect. The Architect shall copy the Owner on all correspondence the Architect sends to the Contractor.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9. The Construction Manager and/or Architect's certification for payment shall not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) verified the requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 4.2.8 The Architect, Owner and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

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

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

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

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

§ 4.2.13 The Construction Manager, Owner or Contractor will prepare Change Orders and Construction Change Directives.

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

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

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

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

§ 4.2.20 The Owner's decisions, after consultation with the Architect, on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable, but not later than five (5) business days, after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager or Owner may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager or Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.2.5 The Contractor understands and agrees that the Contractor alone is responsible to the Owner for all of the Work under the Contract Documents and that any review of Subcontractors or Sub-subcontractors by the Owner, Construction Manager or Architect will not in any way make the Owner responsible to any Subcontractor or Sub-subcontractor or make the Owner responsible for the actions or omissions of any Subcontractor or Sub-subcontractors.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make

available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. All subcontracts between Contractor and Subcontractor shall be in writing and shall be made available to the Owner upon request.

§ 5.3.2 All subcontracts shall specifically provide that:

- .1 the Owner is an intended third-party beneficiary of the subcontract;
- .2 the Subcontractor maintain the insurance coverages that are consistent with industry standards for subcontracts of the same or similar type, complexity and compensation amount;
- .3 the Subcontractor submit waivers of liens for Work completed by it and by its Sub-subcontractors as a condition precedent to any payment for Work completed;
- .4 the Subcontractor furnish to the Contractor in a timely fashion all information necessary for the preparation and submission of the reports required by the Contract Documents;
- .5 the Subcontractor continue to perform under its subcontract in the event the Contractor is terminated and the Owner, at its option, may assume the subcontract;
- .6 in the event the Subcontractor's performance of the Work is delayed or interfered with by acts of the Owner, Contractor or other subcontractors, Subcontractor may request an extension of time for the performance of same, as herein provided, but shall not be entitled to any increase in the subcontract price or to damages or additional compensation as a consequence of such delays or interference, except to the extent the prime contract entitled the Contractor to compensation for such delays, and then only to the extent of any amounts that the Contractor may, on behalf of the Subcontractor, recover from the Owner for such delays;
- .7 the dispute resolution provisions in Article 15 of this Agreement shall govern all disputes related to the Work; and
- .8 no other agreement by Subcontractor in connection with the Work shall contain provisions inconsistent with any of the foregoing Sections (1) through (8) of this Section 5.3.2.

The Contractor shall defend, indemnify and hold harmless the Owner from and against all claims, damages, losses and expenses arising out of or resulting from the Contractor's failure to fulfill the requirements of this Section. In addition, the Owner will have the right to review all subcontracts and reject any which do not comply with the requirements of this Section.

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Notwithstanding the foregoing, the Subcontractor shall not be entitled to any equitable adjustment if the Subcontractor is solely, partially, or concurrently responsible for the suspension of the Work or any delay to the Project Schedule.

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 'Omitted.

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to Separate Contractors, other Contractors, the Architect, the Construction Manager or any other party to which the Owner may be liable, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for reasonable and actual costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

§ 7.1.2 A Change Order shall be based upon agreement between the Owner and Contractor. A Construction Change Directive does not require agreement by the Contractor. An order for a minor change in the Work may be issued by the Architect as provided in Section 7.4.

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

§ 7.1.4 Except as provided in Section 7.3 and Article 9, a change in the Contract Sum and the Contract Time shall be accomplished only by a Change Order. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by an alteration or addition to the Work, whether or not there is any unjust enrichment to the Work, shall be the basis of any claim for an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents. The Contractor specifically agrees that if it proceeds on an oral order to change the Work, it shall waive any claim for additional compensation or additional time for such work and the Contractor shall not be excused from compliance with the Contract Documents.

§ 7.2 Change Orders

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

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

§ 7.2.2 Agreement on any Change Order shall constitute a full, final and complete waiver and settlement of any and all claims, demands, and causes of action that Contractor has, or may have in the future, arising out of or relating to the Change Order and the occurrences, acts, omissions, or events upon which the Change Order is based. Notwithstanding the foregoing, any Change Order shall not limit or have the effect of limiting any rights and remedies afforded to the Owner regarding defective Work and/or warranty obligations.

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;

- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others (the aggregate amounts charged to the Owner for the Contractor's rental equipment shall not exceed 100% of the fair market value);
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

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

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

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

§ 7.3.11 The Owner, or its designees, shall have the right to examine, inspect, copy and audit the books and records of Contractor and any Subcontractor with respect to all changed Work to be compensated on a cost reimbursable basis in order to verify the accuracy, correctness, completeness and propriety of all costs and allowances allowed.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.2.4 All Work shall be completed in sufficient time to allow for clean-up prior to the date of Substantial Completion of the Work.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is materially delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner’s own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

§ 8.3.3 If critical path operation or operations (as defined in .1 below) of the Contractor is delayed or accelerated by an Unavoidable Delay (as defined in .2 below), then subject to the conditions set forth in .1 through .7 below, the Contract Time shall be extended by the time determined by the Owner to be sufficient to compensate for the delay, after consultation with the Architect.

- .1 “Critical path operation or operations” shall mean any element of the Work considered at the time by the Owner, after consultation with the Architect, as one which, if delayed, disrupted or accelerated will adversely affect the time of achievement of Substantial or Final Completion of the Project or otherwise impacts the critical path of the Project Schedule. Critical path operation or operations shall be determined from such factors as Contractor’s Construction Schedule, the nature of the Work being performed, the Contract Documents, such other information as may be timely submitted by Contractor, and the Contract completion dates.
- .2 “Unavoidable Delay” shall mean the act, neglect or default of Architect or Owner or any other contractor employed by Owner, force majeure, physical damage to the Project through no fault of the Contractor, unusually severe weather conditions that could not reasonably be anticipated and any other event or occurrence beyond the reasonable control of Contractor or its Subcontractors or suppliers at any tier. The determination of whether a claimed delay is an Unavoidable Delay, and if so, its effect on completion and the time extension to be granted, shall be made by the Owner after consultation with the Architect.
- .3 “Non-Excusable Delay” shall mean delays caused by or attributable to Contractor, its Subcontractors, Sub-subcontractors, or suppliers or caused by or attributable to Anticipated Conditions (as defined and further explained in Section 8.4 herein). No time extension shall be granted for a Non-Excusable Delay. Examples of such Non-Excusable Delays include but are not limited to Contractor’s poor planning, slow mobilization, failure to provide sufficient workers or adequate equipment, failure to

procure necessary materials, failure to coordinate or supervise the Work, poor workmanship, accidents, or inadequate financial or other resources.

- .4 An extension of time shall not be granted for an Unavoidable Delay unless the Contractor gives written notice to the Owner, with a copy to the Architect, of the claimed delay within ten (10) business days of its commencement and requests, in the written notification, the extension of time that it seeks. Owner and Architect may require Contractor to document the impact and duration of an excusable event and to demonstrate that all reasonable means have been used to minimize the effect of the delay as a condition to the granting of an extension of time.
- .5 If in the opinion of the Owner or Architect, the Contractor is not proceeding with the prosecution of the Work as scheduled, and such failure to proceed is due to the act, omission or negligence of Contractor, or Subcontractor, Sub-subcontractor or any materialman or supplier, or the employees or agents of any of the above, upon receipt of written notice and failure to remedy the delay within ten (10) business days, Contractor shall, immediately and at no additional cost, work such overtime, additional shifts, Sundays or holidays as may be required to correct said delays and to ensure no further delays to the completion of the Work.
- .6 If the Work, Substantial Completion or Final Completion is delayed by Unavoidable Delays, the Contractor's sole remedy shall be an extension of time equal to the actual delay to Contractor's Work.
- .7 If an Unavoidable Delay and Non-Excusable Delay are concurrent, the delay shall be treated as a Non-Excusable Delay.

§ 8.3.4 Nothing in the Contract Documents, including anything contained in this Section 8.3, shall preclude the Owner's recovery of damages for Non-Excusable Delays, including without limitation the cost of Architect and Owner's Representative's additional services that are incurred as a result thereof.

§ 8.4 Anticipated Conditions and Escalation

Notwithstanding anything contained in the Contract Documents to the contrary, Contractor acknowledges that (i) the Contract Sum and Contract Time were agreed upon based on its evaluation of the Work and Project, including any potential issues and conditions that may arise during the time that Contractor is performing the Work and (ii) the Contract Sum and Contract Time include amounts for delay, supply chain disruptions, material cost escalations and other effects directly or indirectly resulting from known or reasonably foreseeable conditions, including, but not limited to, current supply chain and market conditions whether existing as of the date of this Contract or reasonably foreseeable to a prudent general contractor as of the date of this Agreement (collectively, the "Anticipated Conditions"). Contractor agrees that it shall not be entitled to a change in the Contract Sum and/or Contract Time from the Owner arising from or in connection with any Anticipated Conditions unless Owner approves the same in accordance with the terms and conditions of the Contract Documents. Contractor acknowledges the Contract Sum anticipates all potential material cost escalations which may occur prior to Substantial Completion and, accordingly, Contractor agrees it is not entitled to any increase in Contract Sum for such price escalation but may be entitled to extension of the Contract Time if not the result of Anticipated Conditions.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager and Owner, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This

schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The Schedule of Values and the Application for Payment shall indicate labor and material for each line item with the Contractor's fee listed separately.

§ 9.3 Applications for Payment

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

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

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

§ 9.3.1.3 Neither final acceptance of the Work, nor payment therefore, nor any provision in the Contract Documents shall relieve Contractor of responsibility for defective or deficient materials or workmanship

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. The Contractor shall notify the Owner and Construction Manager in writing of the location of any off-site storage. The Owner, Construction Manager and Architect shall have the right to visit the off-site storage location and to inspect the items stored there. The Contractor's insurance policies required hereunder shall include all equipment and materials stored off site. The Contractor shall provide the Owner and Construction Manager with written proof, reasonably satisfactory to the Owner, that title to the materials and equipment stored off site are vested in the Owner, that the materials are properly labeled as belonging to the Project, and the materials are segregated from other materials at the storage location.

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

§ 9.3.4 Included with each monthly Application for Payment, Contractor shall submit statements and waivers of lien covering all portions of the Work for which disbursement is requested to a date specified therein and covering all Work to a reasonably current date, all in compliance with the Mechanic's Lien Laws of the State where the Project is located and with the requirements of Owner and any financing requirements of the Project, together with invoices and other supporting data, including but not limited to statements and waivers of lien from all lower tier subcontractors, sub-subcontractors and material suppliers invoicing an amount in excess of \$10,000.00, as Owner or Architect or any Project lender or title insurance company may require to satisfy each that all monies due any person or party are known and paid, and that any lien or claim for the Work to such date is waived or released, and that the Project remains lien free and claim free.

§ 9.3.5 If the Owner has made all payments to the Contractor due in accordance with the Agreement, Contractor shall hold Owner harmless from and against all liens, claims of liens, and notices of personal liability for materials, equipment, labor, and other costs, or any of them, filed against the Work or the site of the Project, or any part thereof, and from and against all expenses and liability in connection therewith including, but not limited to, the court costs and attorneys' fees resulting or arising therefrom. Should any such liens or notices be received by Owner or filed of record, Contractor shall promptly, but no more than fourteen (14) days after Contractor acquires notice or knowledge of the lien, pay or discharge the same and cause the same to be released of record, or shall furnish Owner with appropriate bond in the form and amount satisfactory to Owner. Assuming the Owner is current in its payments to the Contractor, yet the Contractor fails to promptly pay or discharge such lien or notice, the Owner shall have the right to retain an additional amount from any payment then or thereafter due Contractor sufficient to satisfy and defend such lien or notice, including all attorneys' fees and expenses, and the Contract Sum shall be reduced by such amount. If the remaining portion of the Contract Sum not yet paid to the Contractor is insufficient to satisfy and defend such lien or notice, the Contractor shall be liable for and shall immediately reimburse the Owner for such amounts, including all attorneys' fees and expenses. The obligations of the Contractor and the rights of the Owner under this paragraph are subject to and conditioned upon the Owner having made payment to the Contractor as required under the Contract Documents.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

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

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 damaged or defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum or completed within the Contract Time;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents;
- .8 failure of Contractor to submit a Schedule of Values in accordance with the Contract Documents;
- .9 failure of Contractor to maintain a record of changes on drawings and documents;
- .10 Contractor's neglect or unsatisfactory prosecution of the Work, including failure to clean up; or
- .11 failure of Contractor to comply with any provision of the Contract Documents.

§ 9.5.2 The Owner shall not be deemed to be in default of the Contract by reason of withholding payment while any of the foregoing grounds remain uncured. When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the

Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

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

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

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

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

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

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.9 Notwithstanding any other provision to the contrary, the Owner reserves the right to make payment directly to any Subcontractor of the Contractor (or jointly to the Contractor and Subcontractor) in such amounts as the Owner determines to protect the Owner's interest and the Owner's property from a lien or asserted lien or other claim, and the amount owed the Contractor shall be reduced by the amount of any such payment by the Owner. Exercise of this option shall not create any claims or rights by any Subcontractor or any other party against the Owner or the Owner's funds. This right may also be exercised through the Owner's title company or lender making any such payments.

§ 9.7 Failure of Payment

§ 9.7.1 If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay amounts properly due and owing to the Contractor

within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately'.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor pursuant to the Contract Documents, the payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when (i) the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use; (ii) the Punchlist has been prepared pursuant to standard industry practice; (iii) the Architect and Owner have determined that the Work has been substantially completed in accordance with this Contract; and (iv) the Contractor has obtained approval from the local governmental authority permitting occupancy, if applicable.

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

§ 9.8.3 Upon receipt of the list, the Architect and Owner, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's or Owner's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect and Owner, assisted by the Construction Manager, to determine Substantial Completion. If after notification by the Contractor that all items of the Substantial Completion list have been completed it becomes necessary for the Architect, Construction Manager or their consultants to make additional trips, due to the Contractor's failure to fully complete or correct the Work, the cost to the Owner for these additional trips will be deducted from the final payment due the Contractor.

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager and Owner in form and substance reasonably satisfactory to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. In addition, as a condition to final payment, Contractor will submit to Owner (a) all maintenance and operating manuals, (b) a complete set of the as-built drawings, (c) copies of all warranties and guarantees from Subcontractors, suppliers and equipment manufacturers and (d) a complete list of the names, addresses and phone numbers of all Subcontractors and any company providing a warranty or guarantee. Contractor will provide final unconditional lien waivers from such subcontractors, sub-subcontractors and material suppliers within 21 days of receipt of payment from Owner following final completion of the Project.

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

§ 9.10.4 Omitted.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and give the Owner reasonable advance notice, and shall not commence, use, or store until authorized in writing by the Owner.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or

Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials

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

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

§ 10.3.3 'Omitted.

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

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

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred. Notwithstanding the foregoing, advance prior written notice from Owner to commence such remediation shall be a condition precedent to Contractor's entitlement to such remediation costs and expenses.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. Nothing in this Section shall be construed as relieving the Contractor from the cost and responsibility for emergencies covered hereby, which with normal diligence, planning, and the close supervision of the Work as required under the Contract, could have been foreseen or prevented.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property

insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

§ 11.5 Omitted

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Owner, Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Owner, Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, without change in the Contract Time.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall begin to correct it promptly (but not later than five (5) business days) after receipt of notice from the Owner to do so, and proceed with prompt diligence, at Contractor's expense, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct such nonconforming Work as provided above, the Owner, without prejudice to any of its rights or remedies and without further notice, may correct it. The Contractor, upon written notice from the Owner, shall pay the Owner, within ten (10) days after the date of such notice, all of the Owner's costs and expenses incurred in connection with such correction, including without limitation the Owner's administrative, legal and consulting expenses.

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

§ 12.2.2.3 The Contractor's warranties shall not be affected, diminished, or restricted by the limitations, restrictions or conditions of a manufacturer, supplier or installer's warranty, including the expiration of any Uniform Commercial Code statute of limitations. Inability or refusal of a Subcontractor, supplier or installer responsible for defective Work to correct or warrant such Work shall not relieve Contractor from performing under the warranty.

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

§ 12.4 If the Contractor, a Subcontractor, or anyone for whom either is responsible damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such damage to be repaired at no expense to the Owner.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules, and the venue for any dispute shall be the County where the Project is located.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing.

§ 13.4 Tests and Inspections

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

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner, Construction Manager and Architect of when and where tests and inspections are to be made so that the Owner, Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's, Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense, without change to the Contract Time.

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

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

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

§ 13.4.7 If substitute materials or equipment are proposed by the Contractor, it shall pay the cost of all tests which may be necessary to satisfy the Architect and Owner that specification requirements are met.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree in the Agreement between Owner and Contractor.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, and failure of the Owner to begin to cure the condition during the seven (7) day period, terminate the Contract and recover from the Owner payment for Work properly executed, as well as reasonable overhead and profit on Work executed, and costs incurred by reason of such termination, but not to exceed the Contract Sum.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents;
- .5 is adjudged bankrupt, or if Contractor made a general assignment for the benefit of creditors or if a receiver is appointed on account of such insolvency;

- .6 fails to furnish the Owner with reasonable assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents; or
- .7 fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished and shall otherwise remain liable to the Owner for all damages incurred as a result of the breach, if any, of this Agreement.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner, including attorneys' fees, and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner within ten (10) days of written notice by the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders (except those subcontracts or purchase orders subject to assignment pursuant to Section 5.4) and enter into no further subcontracts and purchase orders;
- .4 where directed by Owner, immediately transfer to Owner all materials, supplies and work in progress acquired by Contractor in connection with the performance of the Work; and
- .5 immediately deliver all plans, drawings, specifications and other necessary information to the Owner.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; actual and reasonable costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

§ 14.4.4 Upon a determination that a termination of this Contract by Owner other than a termination for convenience under this Section 14.4 was wrongful or improper for any reason, such termination shall automatically be deemed converted to a convenience termination under this Section 14.4, and the Contractor's remedy for such wrongful termination shall be limited to the recoveries specified under Section 14.4.3.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

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

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the dispute resolution method selected in the Agreement and within the period specified by applicable law. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents (other than any payment for Work which may be in dispute).

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. Such notice shall include, to the extent then known by Contractor, full details and substantiating data to permit evaluation by the Owner, Architect and Construction Manager. If further, or other, information subsequently becomes known to the Contractor, it shall be promptly furnished to the Owner in writing. No Claims for increased costs, charges, expenses or damages of any kind shall be made by the Contractor against the Owner for any delays or hindrances from any cause whatsoever; provided that the Owner, in the Owner's discretion, may compensate the Contractor for any said delays by extending the time for completion of the Work as specified hereunder. Should the Contractor sustain any damage through any act or omission of any other contractor having a

contract with the Owner or through any act or omission of any Subcontractor of said other contractor, the Contractor shall have no claim against the Owner for said damage.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor waives its Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes, but is not limited to, damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten (10) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) submit a schedule to the parties indicating when the Initial Decision Maker expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party, or (5) suggest a compromise. The Initial Decision Maker may also, but is not obligated to, notify the Contractor's surety, if any, of the nature and amount of the Claim.

§ 15.2.3 Omitted.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject the Claim in whole or in part or recommend approval of the Claim by the other party.

§ 15.2.5 If a Claim has been resolved, the Initial Decision Maker will prepare or obtain appropriate documentation.

§ 15.2.6 If a Claim has not been resolved, the party making the Claim shall, within ten (10) days after the Initial Decision Maker's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Initial Decision Maker, (2) modify the initial Claim or (3) notify the Initial Decision Maker that the initial Claim stands.

§ 15.2.7 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Initial Decision Maker, the Initial Decision Maker, will notify the parties in writing that the Initial Decision Maker's decision will be made within seven (7) days. Prior to expiration of such time period, the Initial Decision Maker will render to the parties the Initial Decision Maker's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor default, the Initial Decision Maker may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 Omitted.

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

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

§ 15.3 Alternative Dispute Resolution

§ 15.3.1 All Claims, disputes and other issues in question between (a) Contractor and (b) Owner and/or Construction Manager shall, except as otherwise expressly provided herein, as a condition precedent to litigation, first be subject to alternative dispute resolution ("ADR Procedures") as provided in this Section 15.3 regardless of (i) whether such matters relate to execution and progress of Work, or (ii) the extent to which the Work has been completed. Following receipt of a claim regarding a Dispute (as defined in Subparagraph 15.3.3.1 herein), Architect may comment on, and suggest a solution for, the Dispute. To assist Architect in this role, Owner and Construction Manager shall furnish information relating to the claim to the Architect, if requested by Architect, within ten (10) days of notification of the Dispute.

§ 15.3.2 **ADR Procedures.** Contractor, Owner and Construction Manager agree to exercise good faith efforts to resolve Disputes amicably and in a timely matter in accordance with a cooperative approach to problem-solving and, if mutual agreement is not achieved, by using negotiations and Mediation prior to submitting a Dispute to litigation, subject to the limitations described herein. If a Dispute is resolved by the cooperative process or an ADR Procedure, Architect will prepare or obtain appropriate documentation.

§ 15.3.3 **Initial ADR Procedures.** The parties agree to proceed with dispute resolution as provided herein:

1. **Definitions; Disputes Governed by this Paragraph 15.3; Priorities.** A "Dispute" is a written demand that seeks relief in any form arising out of or relating to this Agreement, the Contract Documents or the Work, including, without limitation, all contract Disputes, statutory Disputes, equitable Disputes, and Disputes for extension of time.
2. **Procedure for Submitting a Dispute for Resolution; Time Limits.** The Contractor, Owner or Construction Manager (as appropriate, the "Initiating Party") shall follow the procedure provided below in submitting a Dispute for resolution against the other party or parties (the "Responding Party"):
 - (a) The Initiating Party shall give written notice to the Responding Party of the basis for the Dispute within thirty (30) days after the Initiating Party first recognizes the condition giving rise to the Dispute, provided, however, that the Initiating Party shall use its best efforts to furnish the Responding Party and the other parties, as expeditiously as possible, with notice of any Dispute including, without limitation, those in connection with concealed or unknown conditions, once such Dispute is recognized, and shall cooperate with the Responding Party in an effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such a Dispute.
 - (b) The Initiating Party shall, within thirty (30) days after giving written notice to the Responding Party of the basis for the Dispute, prepare and provide the Responding Party with a written, detailed summary of the basis for the Dispute, together with all facts, documents, backup data, and other information supporting the Dispute.
 - (c) The Initiating Party shall designate and make any of its employees or agents having knowledge of the Dispute available to the Responding Party for questions, if and to the extent that the Initiating Party has control over such employees or agents.
 - (d) Within fourteen (14) days after receipt of the notice of Dispute, executives of the Initiating Party and the Responding Party who have authority to settle the Dispute and are senior to those persons who have direct responsibility for the matter outlined in the Dispute, along with other parties having

knowledge of or an interest in the Dispute, shall meet at a mutually acceptable time and place in Cincinnati, Ohio, in a good faith effort to compromise and settle the Dispute.

- (e) Failure or refusal of a party to follow the procedure for submitting a Dispute for resolution constitutes a waiver of the right to make a claim for the Dispute.
- 3 **Mediation.** Unless delay in initiating or prosecuting a claim in litigation would irrevocably prejudice the Initiating Party or the Responding Party, any Dispute which is not resolved by direct discussions and negotiations as provided in Subsection 15.3.3.2 shall be submitted to Mediation under the Construction Industry Mediation Rules of the American Arbitration Association or such other rules as the parties may promptly agree to utilize. If the Initiating Party and the Responding Party cannot agree on the selection of a mediator within ten (10) days of the request for mediation, either party may immediately request the appointment of a mediator in accordance with the governing mediation rules. Mediation shall occur at any location to which the parties and mediator agree or, in the absence of agreement, at the location of the Project. Each party shall be responsible for an equal share of the mediation expenses.
- 4 **Timely Resolution.** The parties agree to conduct and conclude Mediation proceedings under this Section 15.3 within sixty (60) days from the designation of the mediator. In the event that mediation proceedings do not resolve the claim within such period, either party may initiate other means of dispute resolution with respect to the Claim or Dispute. Notwithstanding any other provision herein, no Dispute shall be subject to any form of arbitration.

§ 15.3.4 No Prejudice to Rights or Remedies. Provided the parties have complied with the requirements for giving notice of the existence of a Dispute, no delay in disposing of such Dispute while the parties pursue resolution as provided by this Section shall prejudice the rights of either party; however, nothing contained in this Section shall be deemed to relax any requirement contained elsewhere in the Agreement for the giving of notice between the parties.

§ 15.3.5 Jurisdiction and Venue. Owner and Contractor agree that, subject to those claims, counterclaims, disputes and other matters in question between the parties that are resolved pursuant to Sections 15.3.1 thru 15.3.5, all other actions or proceedings arising in connection with this Agreement shall be tried and litigated only in state courts located in the County of Hamilton, State of Ohio having subject matter jurisdiction over the matter in controversy. The parties further agree that this choice of venue is to be considered mandatory, and not permissive in nature, thereby precluding the possibility of litigation in any venue or jurisdiction other than that specified in this Section 15.3.5. The parties agree that any final judgment rendered in any such action or such proceeding as provided herein shall be conclusive as to the subject matter of such final judgment, subject only to any right of appeal provided by the laws of the State of Ohio, and that once any such right of appeal has been exhausted or waived, such final judgment may be enforced in other jurisdictions in any manner provided by law.

**CONTRACTOR INSURANCE REQUIREMENTS
FORM B (Contractors)**

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

Commercial General Liability Insurance

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

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

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

- \$1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)
- \$1,000,000 Personal Injury
- \$3,000,000 Products-Completed Operations Aggregate
- \$3,000,000 General Aggregate

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

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

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

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

If your contracted work requires the removal and transportation of hazardous materials from the project site, your Auto liability coverage must be amended to include pollution liability coverage applicable to all hazardous waste hauling vehicles and include the MCS90 endorsement, with at least \$3,000,000 combined single limit.

Workers Compensation and Employer's Liability

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

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

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

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

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

Umbrella / Excess Liability Insurance

The Contractor shall maintain Umbrella and Excess Liability insurance on an occurrence basis in excess of the Commercial General Liability insurance and Business Automobile Liability insurance, which is at least as broad as each of the underlying policies. The Contractors Umbrella and Excess Liability shall contain coverage for:

1. Pay on behalf of wording
2. Concurrency of effective dates with primary policies
3. Blanket contractual liability
4. Punitive damages coverage (where not prohibited by law)
5. Aggregates: apply where applicable in primary
6. Care, custody, and control
7. Follow form primary
8. Drop down feature
9. Waiver of subrogation

The limits of liability shall not be less than these amounts:

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

Additional Insured Requirements

Description of Operations: Hilltop Lot (ITB#020-25) BP#1 Demolition

The Owner (Board of County Commissioners Hamilton County Ohio), Construction Manager (Messer), and Engineer (THP Limited), and each entities' officers, directors, employees, agents, and mortgagees shall be named as additional insureds under the Contractor's CGL and Automobile policies for any liability arising out of the performance of the Work. Waiver of Subrogation applies in favor of additional insureds.

Coverage under the CGL for all required Additional Named Insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured endorsement form GC 20 10 published by ISO.

General Insurance Requirements

- Certificate Holder shall be Board of Commissioners of Hamilton County Ohio and certificate of insurance is to be emailed to Hamilton County, Risk Manager, coi@hamiltoncountyohio.gov. The name of the project “Hilltop Lot (ITB#020-25) BP#1 Demolition” shall be placed on the certificate. Copies of the certificate and supporting forms showing compliance with the insurance requirements must be provided prior to commencement of work. Certificate shall be reissued when any insurance coverage contained therein is renewed.
- Contractor’s policies shall be endorsed to provide that there will be no cancellation or reduction in coverage without thirty (30) days prior written notice to Board of Commissioners of Hamilton County Ohio
- Contractor shall ensure that all tiers of their subcontractors shall procure and maintain insurance in like form and adequate amounts including Additional Insured requirements, all as set forth in the Contractor Insurance Requirements agreement.
- Contractor’s insurance shall be primary and non-contributing with respect to any insurance or self-insurance programs carried by Board of Commissioners of Hamilton County Ohio or any of the Additional Insureds.
- Umbrella Excess Liability in combination with primary liability coverages and limits as outlined above to satisfy the required limits of liability is acceptable.
- Umbrella / Excess liability coverage used in conjunction with primary policies shall have concurrency of effective dates with underlying policies; drop down and follow form features, and; “Pay on behalf of” wording.
- Contractor shall provide Board with copy of current OBWC Certificate of Premium Payment prior to commencement of work and upon each renewal date.

SECTION 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
<p>Working 6 feet or greater with no fall protection (100% fall protection at 6 feet or greater).</p> <p>Exposed holes large enough for a human to pass through, and is 6 feet or greater in depth, left unprotected or improperly protected.</p> <p>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.</p> <p>Failure to tie off in any Mobile Elevated Work Platform (MEWP) (boom lift, Scissor lift, etc)</p> <p>Improper use of ladders. (e.g) 1. Standing on very top cap. 2. Straddling or sitting on top of ladder.</p> <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. Examples include, but are not limited to: - 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</p>	<p>Disregard or crossing of designated controlled access zones without prior authorization from the controlling/installing contractor.</p> <p>Exposing workers to overhead struck-by hazards - Failure to properly plan and execute overhead work that potentially exposes persons below (e.g. masonry work, roofing, welding, demolition, steel erection, formwork, deck penetrations, etc.). Dropping debris off building without proper chutes or alternate procedures approved by Messer.</p> <p>Riding on equipment not designed for multiple passengers or open back pickup trucks (catching a ride).</p> <p>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.</p> <p>Rigging without proper training or blatant, clear and/or intentional misuse of rigging equipment.</p>	<p>Entering an unprotected trench or excavation 5 ft deep or greater, without proper cave-in protection – shoring, sloping/benching, trench box</p> <p>Entry into a confined space without proper training, permits, equipment or safety processes in place</p> <p>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. 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.</p>	<p>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.</p> <p>Exposing oneself or others to live bare electrical conductors (i.e. open electrical panels, junction boxes, missing knock outs, etc.) greater than 50 volts.</p> <p>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.</p> <p>The unauthorized altering, by-passing or removing any guards, locks, tags, or any other safety device protecting persons from live electric.</p> <p>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>

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;

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

END OF SECTION 00 73 19



Safety Requirements

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1.0 Introduction, Purpose and Scope

1.1 CEO Statement

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

1.2 Purpose

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

1.3 Scope

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

2.0 General Requirements

2.1 Safety and Health Program

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

2.2 Reporting

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

2.3 Potential Hazards and Emergencies

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

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

2.4 Employee Qualifications and Conduct

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

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

2.5 Safety Processes

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

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

2.6 Housekeeping and Sanitation

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

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

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

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

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

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

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

2.7 Full Time Safety Manager Requirements

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

2.7.5 Communicate Safety

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

3.0 Safety Requirements

3.1 Personal Protective Equipment (PPE)

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

3.1.9 100% hand protection is required on all Messer projects. Gloves shall be worn by all personnel on the project site at all times, including supervisory personnel. Gloves must be task appropriate and meet ANSI/ISEA 105-2016 American National Standard for Hand Protection Classification.

3.1.9.1 If hand protection is considered infeasible or creates a greater hazard for a particular task, a written safe plan of action outlining the reason for the variance must be approved through Messer prior to beginning the activity.

3.1.10 Cut resistant sleeves shall be worn during demolition or other activities where puncture, laceration and/or burn hazards to the arms are present.

3.1.11 The contractor/supplier shall familiarize itself with and comply with more rigorous personal protective equipment standards as required on specific projects.

3.2 Elevated Work and Fall Protection

3.2.1 100% fall protection is required on Messer jobsites, for activities, which involve work at elevations of 6 feet or higher. 100% fall protection is also required at lower heights if the individuals are working above dangerous equipment. 100% fall protection is required for all crafts, trades, including steel erection and activities associated with these types of elevations. The use of ladders and the construction of scaffolding may not be applicable in section 3.2, and are addressed in section 3.3 and 3.4 in this program.

3.2.2 Prior to the start of work, contractor/supplier representatives involved with elevated work shall meet with Messer representatives to review the scope of work, especially as it pertains to fall protection requirements and needs. As part of the Contractor Preconstruction Safety Meeting, an evaluation should be made of the possible fall hazards and effective safety responses to such.

3.2.3 Guardrail systems shall be the preferred choice of protection for all elevated work activities. If the contractor/supplier can prove that guardrails are infeasible or create a greater hazard, as defined in Subpart M of the OSHA Construction Standards, it may, where permitted by a Messer Safety Leadership, implement the following alternative systems in response to the fall hazards:

3.2.4 Personal fall arrest systems;

3.2.4.1 Warning lines; a) Required to be a minimum of 15 feet back from leading edges for all trades, excluding roofers.

3.2.4.2 Controlled access zones;

3.2.4.3 Safety net systems

3.2.4.4 Safety monitoring systems will not be permitted.

3.2.5 These alternative systems may be utilized, with approval, in controlled work environments provided the following is established:

3.2.5.1 Explanation in writing is submitted to the Messer Safety Department as to why the use of guardrail systems is infeasible or creates a greater hazard/harm to the individuals involved.

3.2.5.2 Development of a written fall protection plan, utilizing the Messer Fall Protection Template which outlines all elements involved with the usage of personal fall arrest systems, warning lines, controlled access zones, or safety monitoring systems; and

3.2.5.3 Orientation process, which communicates this information to the individuals involved with the work activity, prior to beginning work.

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

3.3 Scaffolding and Mobile Elevating Work Platforms

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

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

3.4 Ladders

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

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

3.5 Electrical Safety

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

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

3.6 Lockout, Isolation, and Tag out of Equipment

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

3.7 Tools

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

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

3.8 Confined Space Entry

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

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

3.9 Excavation and Trenching

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

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

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

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

3.10 Mobile/Heavy Equipment

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

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

3.11 Cranes and Rigging

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

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

3.12 Welding and Cutting

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

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

3.13 Lasers

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

3.14 Fire Protection and Prevention

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

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

3.15 Demolition

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

3.16 Use of Vehicles

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

3.17 Construction Signage Use

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

3.18 Concrete and Masonry

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

3.19 Dropped Object Prevention and Overhead Protection

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

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

4.0 Health Requirements

4.1 Hazardous/Toxic Substances

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

4.2 Respiratory Protection

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

4.3 Medical Surveillance

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

4.4 Hearing Conservation and Noise Control

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

4.5 Asbestos Containing Materials

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

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

4.6 Lead Containing Materials

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

4.7 Silica

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

4.8 Industrial Hygiene and Exposure Standards

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

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

4.9 Moisture Intrusion and Mold

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

4.10 Hexavalent Chromium

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

5.0 Environmental Requirements

5.1 Protection of the Environment

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

5.2 Air Pollution

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

5.3 Water Pollution

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

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

PART 1 GENERAL

1.1 SUMMARY

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

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

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

1. Banks Project Economic Inclusion Policy

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

2. Non-Discrimination Policy

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

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

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

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

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

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

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

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

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

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

4. DBE Program Requirements

4.1 Definitions. [49 CFR Part 26.5]

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

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

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

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

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

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

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

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

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

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

(vi) Women; and

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

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

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

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

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

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

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

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

The County and the City will include the following clause in each DBE-assisted prime contract:

“The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the County and/or the City. If the County and/or the City require retainage from the prime contractor and incremental acceptances of portions, as determined by the County or the City, as the case may be, of the contract work are made by the County and/or the City, then the prime contractor agrees to return all related retainage from subcontractors, if any, within ten (10) days after receiving payment from the County and/or the City for the contract work satisfactorily completed and accepted by the County and/or the City, including such incremental acceptances of portions of such work. Any delay or postponement of payment over ten (10) days may occur only for good cause following written approval of the County and/or the City, as applicable, which approval shall not be unreasonably withheld, conditioned or delayed. This clause applies to both DBE and non-DBE subcontracts. Each subcontractor shall provide in all contracts with lower tier subcontractors or suppliers clauses requiring that the subcontractor shall pay the lower tier subcontractors and suppliers in accordance with the foregoing provisions. Any violation of these provisions by the prime contractor may be considered a breach of contract and may result in the suspension or termination of this contract or such other remedy as deemed appropriate by the County or the City, as the case may be, and DOT. The foregoing requirements shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the prime contractor or any subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance and/or noncompliance by a subcontractor.” [49 CFR Part 26.29]

4.6 Monitoring and Enforcement Mechanisms. [49 CFR Part 26.37]The County and the City will monitor DBE contracts, DBE scheduled work and payments to contractors related to the Banks Project in order to ensure compliance with this DBE Program and that work committed to DBEs at contract award is actually performed by DBEs. Non-compliance with this DBE Policy by the offending party may be considered a breach of contract and may result in the suspension or termination of that party’s contract or such other remedy as deemed appropriate by the County or the City, as the case may be, and the DOT. The County and the City will bring to the attention of the DOT any false, fraudulent, or dishonest conduct in connection with the DBE Program known to the County or the City, as the case may be, as provided in 49 CFR Part 26.109. [49 CFR Part 26.37] The County and the City also will consider similar action under the County’s or the City’s own legal authorities granted through the contract documents, including responsibility determinations in future contracts.

4.7 Overall DBE Goals. [49 CFR Part 26.45]

(a) The County and the City, together with the Ohio Department of Transportation (“ODOT”), are required to and have established an overall goal for DBE participation in DOT-assisted contracts related to the Banks Project in accordance with the provisions of 49 CFR Part 26.45. The overall DBE participation goal must be based on demonstrable evidence of the availability of DBEs in the County which are ready, willing and able to participate in the DOT-assisted contracts relative to all businesses in the County which are ready, willing and able to participate in such contracts. The goal also must reflect the determination of the County, the City and ODOT of the level of DBE participation expected

absent the effects of discrimination. The overall goal for utilization of DBEs in connection with the publicly-funded portion of the Banks Project with respect to DOT-assisted contracts is _____% (the “DBE Goal”). **[NOTE: DBE PARTICIPATION GOAL TO BE SET BY ODOT WITH RECOMMENDATION FROM THE COUNTY AND THE CITY.]**

The Developer for the Banks Project fully supports the DBE Policy and the DBE Goal for the publicly-funded portion of the Banks Project.

(b) The County and the City will meet the maximum feasible portion of the DBE Goal by using *race-neutral* means to facilitate DBE participation in the Banks Project. The County and the City will attempt to achieve increased DBE participation in DOT-assisted contracts through *race-neutral* means, including, but not limited to, encouraging prime contractors to subcontract portions of the work on the Banks Project to DBEs, including work that such prime contractors otherwise might perform with their own work forces; ensuring the inclusion of DBEs and other small businesses on the County’s and/or the City’s mailing lists for bidders; and advising prime contractors of the County’s website and the City’s website with DBE information. [49 CFR Part 26.51(a)]

(c) The County and the City will use *contract goals* to meet any portion of the DBE Goal that the County and the City project cannot be met using *race-neutral* means. *Contract goals* shall be established so that, over the period to which the overall goal applies, the *contract goals* cumulatively will result in meeting any portion of the DBE Goal that is not projected to be met through the use of *race-neutral* measures. The County and the City will establish *contract goals* only on those DOT-assisted contracts that have subcontracting possibilities. The County and the City will not be required to establish *contract goals* on every such contract, and the size of *contract goals* will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work, etc.). [49 CFR Parts 26.51(d) and (e)] The County and the City will express *contract goals* as a percentage of the total amount of a DOT-assisted contract.

4.8 Good Faith Efforts. [49 CFR Part 26.53] When the County and/or the City has established a DBE *contract goal*, the County and/or the City will award the contract only to a bidder/offeror who makes good faith efforts to meet the goal as required under 49 CFR Part 26.53. Compliance with good faith efforts requirements will be treated as a matter of responsiveness to bid specifications. Each solicitation for which a *contract goal* has been established will require the bidders/offerors to submit the following information with each bid submitted:

- (a) The names and business and e-mail addresses of DBE firms that will participate in the contract;
- (b) A description of the work that each DBE firm will perform;
- (c) The dollar amount of the participation of each DBE firm participating;

(d) Written and signed documentation of commitment to use DBE subcontractors whose participation it submits to meet a *contract goal*;

(e) Written and signed confirmation from each DBE firm that it is participating in the contract as provided in the prime Contractor’s commitment; and

(f) If the contract goal is not met, evidence of good faith efforts of the bidder/offeror to meet such goal.

4.9 Counting DBE Participation. [49 CFR Part 26.55] The County and the City will count DBE participation towards overall and *contract goals* under the DBE Program as provided in 49 CFR Part 26.55.

4.10 DBE Certification. [49 CFR Part 26.83] Only firms certified as eligible DBEs as described in 49 CFR Part 26.83 are eligible to participate in the DBE Program.

5. SBE Policy Statement and Objectives

5.1 Policy and Objectives. The County and the City recognize that small businesses contribute financially to the County and the City through the payment of local taxes and the employment of local residents, who themselves support the County and the City through the payment of local taxes. The County and the City also acknowledge that small businesses generally have an economic and competitive disadvantage with respect to County and City contract and procurement opportunities because of their size and economic status. The County and the City believe that the growth and development of these economically-disadvantaged small businesses will increase the number of qualified business competitors in the local community, will improve and strengthen the local tax base which supports the County and the City, and will have a positive impact on the local workforce. It is the policy of the County and the City to support and encourage the participation of economically-disadvantaged small businesses in their procurement and contracting activities, including such activities related to the Banks Project (the “SBE Policy”). Accordingly, as part of the Banks Inclusion Policy, the County and the City have established the Banks Small Business Program (the “SBE Program”) to encourage the participation of small businesses, directly and indirectly, in the contracts and procurements awarded by the County and/or the City related to the Banks Project. As part of the SBE Program, the County and the City also will encourage Contractors awarded Banks Project contracts to engage or use small businesses as subcontractors and/or suppliers for work to be performed under such contracts. Further, the County and the City will collect data to measure the participation of small businesses and minority and women-owned businesses in contracting and procurement activities related to the Banks Project. On an annual basis during the completion of the Banks Project, the County and the City will review this SBE Policy and the SBE Program and, if appropriate, will modify the policy and/or the program to more effectively achieve the objective of including small businesses in the contracting and procurement activities of the County and/or the City relating to the Banks Project.

5.2 Definitions. For purposes of this SBE Policy and the SBE Program, as used herein, “small business”, “small business enterprise” and “SBE” means a “small business enterprise” as defined under Section 323-1-S of the Municipal Code of the City of Cincinnati, Ohio, except that any requirement for the maintenance of fixed offices within the geographical boundaries of the County or the City (or any other geographic area) contained in such definition will not be applicable for purposes of the SBE Program. As used herein, “Contractor” means any bidder, contractor, subcontractor, professional service provider, supplier, vendor or other person doing business with or soliciting business from the County and/or the City relating to the Banks Project, unless the context otherwise requires.

5.3. SBE Participation Goals.

(a) In furtherance of the SBE Policy, it is the goal of the County and the City to award to small businesses, directly or indirectly through contracting, subcontracting and/or procurement activities of Contractors, contracts and procurements which represent at least 30% for Construction, 15% for Commodities and General Services and 10% for Professional Services, respectively, of the aggregate dollars spent annually by the County and/or the City on the Banks Project (the “SBE Goal”). In order to achieve the SBE Goal, the County and the City will encourage Contractors to use small businesses in the performance of contracts awarded to them relating to the Banks Project.

The Developer for the Banks Project fully supports the SBE Policy and the SBE Goals for the publicly-funded portion of the Banks Project and, with respect to the privately-funded portion, it is the goal of the Developer to achieve percentage goals equal to the SBE Goals with respect to the use of small business enterprises.

(b) The following categories are hereby established to identify the contracting and procurement activities covered by this SBE Policy, which categories may be amended from time to time by the County and the City:

(i) **Category A. – Construction:** including, without limitations, any and all contracts relating to new construction and the construction, renovation and/or maintenance of buildings, facilities and other erected structures owned or leased by the County and/or the City and the rehabilitation, remodeling and repairs of roads and bridges.

(ii) **Category B. – Commodities:** including, without limitations, the purchase of all goods, equipment, office and other supplies, art, furniture, and other tangible personal property otherwise not covered by Categories A, C and D herein.

(iii) **Category C. - General Services:** including, without limitations, the procurement of advertising, printing, non-construction repairs, janitorial services, training seminars and workshops, computer and information systems security, shipping and mailing, microfiche and microfilm, courier, storage, travel, consulting and any other non-professional services.

(iv) **Category D. – Professional Services:** including, without limitations, the purchase of any and all services for which applicable selection criteria may require a bidder or Contractor to possess a license or other certificate of competency, such as in the areas of accounting and auditing, insurance, laboratory, legal, medical and transportation, or as otherwise described as consultants in the Ohio Revised Code.

(c) Each Contractor for the Banks Project will be required to submit to the County and/or the City, as the case may be, with the Contractor's bid a plan for the engagement of small businesses by the Contractor in connection with the Banks Project. A Contractor's failure to submit a small business utilization plan to the County and/or City with the Contractor's bid may result in a determination that the bid is non-responsive and rejection of the bid.

(d) The County and/or the City may establish goals for the utilization of SBEs for each contract awarded by the County or the City, as the case may be, in connection with the Banks Project, and the goal related to each contract may differ from the goals for other contracts because of the availability of SBEs or other factors.

(e) The County and the City are required to award all contracts for the Banks Project to the "**lowest and best**" bidder. Accordingly, inability of a Contractor to meet the established contract goal or any other goal set forth in this SBE Policy with respect to the utilization of SBEs will not exclude the Contractor from award of a contract if the Contractor's bid otherwise is deemed by the County and/or the City, as the case may be, to be the "**lowest and best**" bid.

(f) For purposes of determining whether the SBE Goal is reached, SBE participation in Banks Project contracts will be counted as follows:

(i) The total dollar value of the contract awarded to an eligible SBE will be counted toward the SBE Goal;

(ii) The County or the City may count toward the SBE Goal a portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and contract of the SBE in the joint venture;

(iii) The County or the City may count toward the SBE Goal only expenditures to SBEs that perform a "**commercially useful function**" in the work of a contract. An SBE is considered to perform a "**commercially useful function**" when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. A business which stocks sufficient quantities of supplies in direct inventory, held for sale or resale, to cover anticipated future demands for the supplies engages in a "**commercially useful function**" for purposes of the SBE Program. SBEs that engage in the business of providing brokerage shall not be deemed to perform a "**commercially useful function**" unless the brokerage services are those required or sought by the County or the City, as the case may be. To determine whether an SBE is performing a commercially useful function, the County or the City, as the case may be, will evaluate the amount of work subcontracted, industry practices, and other relevant factors; and

(iv) Consistent with normal industry practices, an SBE may enter into subcontracts. If an SBE subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the SBE will be presumed not to be performing a commercially useful function. The SBE may present evidence to rebut this presumption to the County or the City, whichever has awarded the relevant contract.

5.4 Program Support. To facilitate the use of small businesses by Contractors, the County and the City, working together with the Consultant (as hereinafter defined), will:

5.4.1 Sponsor and hold pre-bid meetings to inform potential bidders of the SBE Goal and the availability of small businesses to perform work related to or to serve as suppliers for the Banks Project;

5.4.2 Notify small businesses of contracting, subcontracting and procurement opportunities related to the Banks Project directly and by placing notices and specifications related to such opportunities in their respective government bulletins; and, as funding permits, in major local newspapers in general circulation, local trade and trade association publications, small business enterprise media and other periodicals;

5.4.3 Provide copies of bid notices to local trade associations, local small business chambers of commerce, technical assistance agencies and small business contractor associations;

5.4.4 Provide small businesses with information and list of resources relating to insurance, bonding and financing;

5.4.5 Encourage the formation of joint ventures among small businesses and between small businesses and prime Contractors which may provide an opportunity for small businesses to gain experience;

5.4.6 Make copies of specifications and requests for proposals available for review by any prospective bidder;

5.4.7 Conduct outreach events directed to small businesses regarding contracting procedures and specific contracting opportunities related to the Banks Project;

5.4.8 Make available a list of small business resources that may assist with the development and improvement of immediate and long-term business management, recordkeeping and financial and accounting capabilities; and

5.4.9 Develop and distribute to potential Contractors for the Banks Project through print and electronic means a current directory of small businesses which are certified in accordance with this SBE Policy and which are available to serve as subcontractors and suppliers for the Banks Project, categorized by types of firms to facilitate identifying SBEs with capabilities relevant to a particular specification. Each SBE listing will contain the business name, contact person, mailing and e-mail addresses, phone number, legal structure of the business, and details concerning the SBE's specialty(ies). The directory will be continuously updated and maintained electronically as well as in hard copy. In compiling the directory, the County and the City will seek to identify and certify as many SBEs as possible that have the potential of doing business related to the Banks Project.

5.5 Monitoring SBE Participation.

(a) The County and the City will monitor and track the participation of small businesses in the Banks Project to determine if the SBE Goal is being met and whether Contractors are in compliance with the Non-discrimination Policy. In order to assist the County and the City in that effort, each Contractor for the Banks Project will be required to:

(i) submit to the awarding government entity (the County or the City, as appropriate) with each contract bid related to the Banks Project information regarding any and all small businesses proposed to be used by the Contractor in connection with the performance of the contract, including, but not limited to, a list of the name, business and e-mail addresses and telephone number of, and a brief description of the services to be performed or procurements to be filled (including the amount to be paid for such services or procurements) by, each such small business, which list also shall identify specifically each minority and women-owned business to be utilized in performing the contract if awarded to the Contractor; and

(ii) upon award of a contract related to the Banks Project, compile and deliver to the County and the City *monthly* reports regarding the engagement of small businesses in connection with the Banks Project in

sufficient detail so as to allow the County and the City to monitor and track the participation of small businesses in contract and procurement activities related to the Banks Project, including, but not limited to, a list of the name, business and e-mail addresses, telephone number and federal tax identification number of, and a brief description of the actual services performed or procurements filled by (including the amount paid or to be paid for such services or procurements), each small business during the period covered by the report in connection with the Banks Project contract or procurement awarded to such Contractor. In addition, for monitoring purposes, each such report shall identify specifically each minority and women-owned business included in the list.

(b) A Contractor's non-compliance with the foregoing disclosure or reporting requirements may be considered a breach of contract and may result in the suspension or termination of the Contractor's contract related to the Banks Project or such other remedy as may be deemed appropriate by the County and/or the City.

(c) The County and the City at least annually will prepare or cause to be prepared a consolidated report based on a compilation and analysis of the reports submitted by the Developer and other information, if any, provided to the County and the City by Contractors, regarding the use of small businesses for contracts and procurements related to the Banks Project. The report also will discuss the use of minority-owned and women-owned businesses for services and procurements related to the Banks Project to the extent that such information is available to the County and/or the City. The report will be made available promptly to the general public on the County's and the City's websites as well as in hard copy upon request.

5.6 SBE Certification. For purposes of the Banks Project, only small businesses which are certified by the City pursuant to Section 323-1-S of the Municipal Code of the City of Cincinnati, Ohio will be eligible to participate in the SBE Program. Notwithstanding the foregoing, no requirement regarding the maintenance of fixed offices within the geographical boundaries of the County or the City (or any other geographic area) will be required for such certification.

5.7 Limitations. The provisions of this SBE Policy shall not apply to contracts or procurements valued at \$5,000 or less. In addition, the provisions of this SBE Policy shall not apply to the publicly-funded portion of the Banks Project to the extent that applicable federal and/or state laws, regulations or policies prohibit the application of this SBE Policy to such portion.

5.8 Application of Other SBE Policies. This SBE Policy and the SBE Program established pursuant hereto shall be applied to all contracts and procurements of the County and/or the City awarded or to be awarded in connection with the Banks Project in lieu of any other existing small business enterprise policy, program or contracting and procurement requirements of the County and/or the City.

6. Workforce Development Policy Statement and Objective [41 CFR Part 60]

6.1 Policy and Objectives. The County and the City are equal opportunity employers. The County and the City believe that the reduction in unemployment among local residents, particularly minorities and women, constitutes a valid local government purpose. The County and the City also recognize their obligation to use contracting and procurement activities to facilitate the creation of jobs for unemployed and underemployed individuals. In addition, a portion of the Banks Project will be financed by the federal government through DOT, which requires compliance with Executive Order No. 11246, as amended (the “Executive Order”), and regulations promulgated by the U. S. Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”), under 41 CFR Part 60 (the “DOL Regulations”). The Executive Order prohibits discrimination in employment and requires affirmative action by contractors and subcontractors to ensure equal employment opportunities without regard to race, color, sex, religion and/or national origin in performing non-exempt federally-assisted construction contracts and subcontracts. The Executive Order and the DOL Regulations apply to a construction contractor’s or subcontractor’s employees who are engaged in on-site construction, including those construction employees who work on a non-federally assisted construction site. It is the policy of the County and the City to comply, and to require all Contractors awarded contracts or subcontracts related to the Banks Project to comply, with the Executive Order and the DOL regulations (“Banks Workforce Policy”) to the extent applicable. Therefore, in order to increase the capacity of minorities and women to participate in local construction projects, to promote the employment of minorities and women in connection with the Banks Project and to comply with the Executive Order and the DOL regulations, as part of the Banks Inclusion Policy, the County and the City have established the Banks Workforce Development Program (the “Banks Workforce Program”). Each Contractor working on the publicly-funded portion of the Banks Project shall comply with all applicable provisions of the Executive Order, the DOL Regulations and all other rules, regulations, and relevant orders of the U. S. Secretary of Labor. For purposes of this policy, “**Contractor**” means any bidder, contractor, subcontractor, professional service provider, supplier, vendor or other person doing business with or soliciting business from the County and/or the City relating to the Banks Project, unless the context otherwise requires.

All terms used in this Banks Workforce Policy statement which otherwise are not defined in this statement shall have the respective meanings assigned to them, if any, in the Executive Order and/or the DOL Regulations.

6.2 Required Contract Clauses.

(a) Pursuant to the DOL Regulations, the equal opportunity clause published at 41 CFR Part 60-1.4(b) (the “Equal Opportunity Clause”) is required to be included in, and to be made a part of, all nonexempt federally-assisted construction contracts and subcontracts. Each Contractor working on the publicly-funded portion of the Banks Project shall include the Equal Opportunity Clause in each of its contracts and subcontracts. The Equal Opportunity Clause shall be considered to be part of each contract and subcontract related to the

Banks Project required by the Executive Order or the DOL Regulations to include such a clause, whether or not such clause is physically incorporated in such contract. [41 CFR Part 60-4.3(a)]

(b) The Standard Federal Equal Employment Opportunity Construction Contract Specifications published at 41 CFR Part 60-4.3(a) (the “Specifications”) are required to be included in, and to be made a part of, all federal and federally-assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director of OFCCP (the “Director”) pursuant to 41 CFR Part 60-4.6 and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction federal contracts and subcontracts covered under the Executive Order. Each Contractor working on the publicly-funded portion of the Banks Project shall include the Specifications in each of its contracts and subcontracts as may be required under the Executive Order and/or the DOL Regulations. The Specifications shall be considered part of each contract and subcontract required by the DOL Regulations to include such a clause, whether or not such clause is physically incorporated in such contracts. [41 CFR Part 60-4.3(a)]

6.3 Affirmative Action Program. [41 CFR Part 60-1.40] Each nonconstruction Contractor awarded a contract by the County or the City related to the publicly-funded portion of the Banks Project, if the Contractor has 50 or more employees and a federally-assisted contract of \$50,000 or more, or has United States bills of lading which in any 12-month period total, or can reasonably be expected to total, \$50,000 or more, shall develop and maintain a written affirmative action program for each of its establishments. Each Contractor awarded a contract or subcontract related to the Banks Project shall require each of its nonconstruction subcontractors, if the nonconstruction subcontractor has 50 or more employees and a federally-assisted contract of \$50,000 or more, or has United States bills of lading which in any 12-month period total, or can reasonably be expected to total, \$50,000 or more, to develop and maintain a written affirmative action program for each of its establishments. An affirmative action program required by this section must comply with applicable DOL Regulations, must be developed within 120 days from the commencement of the awarded Banks Project related contract and must be updated annually. [41 CFR Part 60-1.40(a)] In order to comply with DOL Regulations, an affirmative action program must include the components specified in 41 CFR Parts 60-2.10(b) and 60-2.17, including placement goals for minorities and women. As part of its affirmative action program, a Contractor must conduct a workforce analysis of each job title, determine workforce availability of women and minorities for each job group, and conduct a utilization analysis to determine whether women or minority group persons are "underutilized" in any job group. Based on these analyses, the Contractor shall establish goals to overcome the underutilization of minorities and women and shall make a good faith effort to achieve those goals.

6.4 The Banks Project Workforce Participation Goals. [41 CFR Parts 60-4.3 and 60-4.6]

(a) Under the Executive Order and DOL Regulations, construction Contractors are not required to maintain a written affirmative action program, but must make *good faith efforts* to meet demographic goals related to geographic specific census data for minorities and a *nationwide* goal for women as determined by the Director or his designee. From time to time, the Director issues goals for minorities and women utilization based on appropriate workforce

demographic or other relevant data, which covers construction projects or construction contracts performed in specific geographical areas. The goals for minority and women participation in construction projects are expressed in percentage terms for the covered Contractor’s aggregate workforce in *each* construction trade on *all* construction sites. The current percentage goal for the utilization of women established by the Director is 6.9% of work hours and applies to all of a Contractor’s construction sites regardless of where the federal or federally-assisted contract is being performed. Minority utilization goals are formulated in terms of work hours performed in a specific Standard Metropolitan Statistical Area (“SMSA”) or Economic Area, and the specified goals apply to all of a Contractor’s work in the SMSA, both federally-assisted and private construction work. Therefore, the current goals for minorities and women participation in the workforce for the Banks Project as established by the Director are as follows:

	Goal for minority participation in each trade	Goal for women participation in each trade
For Hamilton County:	11.0%	6.9%
For City of Cincinnati:	11.0%	6.9%

It is the aim of the County and the City to achieve the workforce participation goals with respect to the Banks Project as set forth above. In addition, based upon current labor force information, the County and the City have established a combined goal for the participation of minorities and women in the workforce for the Banks Project of 22% (the “Workforce Participation Goals”).

The Developer for the Banks Project fully supports this Banks Project workforce policy (the “Banks Workforce Policy”) and the Workforce Participation Goals for the publicly-funded portion of the Banks Project and, with respect to the privately-funded portion, it is the goal of the Developer to achieve significant participation of minorities and women as measured in labor hours.

(b) In accordance with the Executive Order and the DOL Regulations, the Workforce Participation Goals apply to a covered Banks Project construction Contractor’s total construction workforce in the SMSA, even if some of the Contractor’s employees perform work under non-federal or nonfederally-assisted construction contracts or subcontracts and even though such work may occur in geographical areas where the Contractor does not currently work on federal or federally-assisted construction projects. The goals applicable to other construction work performed by a Contractor outside of the SMSA (which includes the County and the City) are the goals established by the Director for those geographic areas where such other construction work is being performed.

6.5 Good Faith Efforts. [41 CFR Part 60-4.3]

(a) In order to achieve the Workforce Participation Goals, construction Contractors working on the publicly-funded portion of the Banks Project are required to use their *good faith efforts* to increase the utilization of minorities and women in the skilled construction trades. Further, pursuant to the Executive Order and DOL Regulations, construction Contractors working on the publicly-funded portion of the Banks Project must take certain action to

demonstrate their *good faith efforts* to achieve the Workforce Participation Goals, including, but not limited to:

6.5.1 Maintaining a work environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work;

6.5.2 Establishing and maintaining current lists of minority and women recruitment sources; providing written notification to minority and women recruitment sources and to community organizations when the Contractor has employment opportunities available; and maintaining a record of the organizations' responses;

6.5.3 Maintaining current files containing the names, residence and e-mail addresses and telephone numbers of each minority or woman off-the-street applicant and minority or woman referral from a union, recruitment source or community organization and of what action was taken with respect to each such individual;

6.5.4 Developing on-the-job training opportunities and/or participating in training programs for the area which expressly include minorities and women, and providing notice of these training opportunities and job programs to recruitment sources, state employment offices and other referral sources compiled by the Contractor as required under DOL Regulations;

6.5.5 Disseminating the Contractor's equal employment opportunity policy to unions and training programs, requesting their cooperation and assistance in meeting equal employment opportunity obligations, and disseminating the Contractor's equal employment opportunity policy by including it in the Contractor's policy manual or collective bargaining agreement, by publicizing it in the Contractor's newspaper, annual report , etc. (if any), by specific review of the policy with all management personnel and with all minority and women employees at least once a year, and by posting the Contractor's equal employment opportunity policy on bulletin boards accessible to all employees at each location where the construction work is performed;

6.5.6 Disseminating the Contractor's equal employment opportunity policy in advertising and in the news media of general circulation (including minority and women news media);

6.5.7 Directing recruitment efforts, both oral and written, to minority, women and community organizations, to schools with minority and female students and to minority and women recruitment and training organizations serving the Contractor's recruitment area and employment needs;

6.5.8 Encouraging current minority and women employees to recruit other minorities and women; and

6.5.9 Documenting and maintaining records of all solicitations of offers for subcontracts from minority and women construction contractors and suppliers, including circulating solicitations to minority and women contractor associations and other business associations.

(b) Although Contractors are required to make *good faith efforts* to meet the Workforce Participation Goals, the goals are neither quotas, set-asides nor a device to achieve proportional representation or equal results. The Workforce Participation Goals are not intended to require a Contractor to hire a person who does not have the qualifications needed to perform the assigned job successfully, to hire an unqualified person in preference to another applicant who is qualified, or to hire a less qualified person in preference to a more qualified person. Rather the goals are used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent barriers to equal employment opportunities related to the Banks Project, and no sanctions will be imposed on a Contractor solely for failure to meet the Workforce Participation Goals.

(c) To promote and facilitate such employment, the County and the City, working together and through the Consultant (as hereinafter defined) and/or the Southwest Ohio Regional Workforce Investment Board (the “SWORWIB”), which is funded jointly by the County and the City, will:

6.5.10 Sponsor and hold pre-bid meetings to inform potential bidders of the Workforce Participation Goals and the availability of qualified minorities and women to work on the Banks Project;

6.5.11 Notify minorities and women of employment opportunities related to the Banks Project by placing notices of such opportunities in their respective government bulletins, on their respective websites and, as funding permits, in major local newspapers of general circulation, local trade and trade association publications, small business enterprise media and other periodicals;

6.5.12 Provide copies of notices of employment opportunities related to the Banks Project to local minority and women trade associations, local minority and women chambers of commerce, technical assistance agencies, employment agencies, community resource organizations and minority and women contractor associations;

6.5.13 Work with various community-based/workforce development programs that provide instruction and training opportunities for minorities and women interested in gaining experience in construction and related fields to establish a job readiness program for, and to increase the pool of minorities and women qualified to work on, the Banks Project;

6.5.14 Coordinate with local union and non-union pre-apprenticeship programs, career, and technical centers, universities, educational associations, and local community organizations who provide workforce development programs to identify minorities and women interested in pursuing careers or jobs in the construction industry; and

6.5.15 Implement pre-apprenticeship programs to develop the skill levels of minorities and women interested in pursuing jobs in the construction industry.

In addition, working together and through the SWORWIB, the County and the City will use their best efforts to develop and distribute to potential Contractors for the Banks Project through print and electronic means a current directory of qualified minority and women construction and other workers available for employment related to the Banks Project, categorized by types of experience and skills to facilitate identifying minorities and women with skills and capabilities relevant to particular job requirements. To the extent permissible by law, each listing will contain the name, residence and e-mail addresses, telephone number, and details concerning the job qualifications of each individual. The directory will be continuously updated and maintained electronically as well as in hard copy.

(d) The Workforce Participation Goals established herein are interim and designed to be reasonably attainable. The County and the City will review the Workforce Participation Goals at least annually and, if legally permissible and appropriate, based upon the relevant facts and circumstances, from time to time, the County and the City may modify or adjust the Workforce Participation Goals.

6.6 Monitoring the Banks Project Workforce Participation.

(a) The County and the City, working together and through the Consultant, will monitor and track the participation and employment of minorities and women as construction and other workers in connection with the Banks Project to determine if the Workforce Participation Goals are being met. In order to assist the County and the City in that effort, each Contractor awarded a contract for the Banks Project will be required to:

(i) submit to the awarding government entity (the County or the City, as appropriate) promptly after such award information regarding the number of full and part-time employees of the Contractor who will work on the Banks Project, identifying such employees who are minorities and women, including, but not limited to, a list of the name, residence and e-mail addresses, and telephone number of, and a brief general description of the work to be performed by, each such employee, information regarding whether the Contractor expects to hire additional employees to work on the Banks Project and, if so, a brief general description of the skills and capabilities requirements for each such additional employee; and

(ii) compile and deliver to the County and the City *monthly* reports regarding the employment, if any, of additional minorities and women to work on the Banks Project.

(b) A Contractor's non-compliance with the requirements of the Executive Order, the DOL Regulations, this Banks Workforce Policy or the Banks Workforce Program, as

such provisions are applicable with respect to the publicly-funded portion of the Project, may be considered a breach of contract and may result in the suspension or termination of the Contractor’s contract related to the Banks Project or such other remedy as may be deemed appropriate by the County and/or the City.

6.7 Limitations. The provisions of this Banks Workforce Policy and the Banks Workforce Program shall not apply to a Contractor with a federally-assisted construction contract or subcontract valued at \$10,000 or less. [40 CFR 60-4.1]

7. Employee Readiness Program

7.1 Establishment. In order to accomplish the Workforce Participation Goals, the County and the City, working together and with the SWORWIB, will cause to be established an employee readiness program (the “ERP”) to work in conjunction with various community-based workforce development programs to increase the construction skill levels of County and City residents and to help them reach the qualification levels needed to gain entry into union and open shop apprenticeship programs. Additional details regarding the role and make-up of the ERP are set forth in Schedule A attached. To facilitate this effort, the County and the City, working together and through the Consultant, will:

(a) Coordinate with various community-based workforce development programs that provide instruction and training opportunities for those interested in gaining experience in construction industry and related fields;

(b) Coordinate with local union and non-union pre-apprenticeship programs, career, and technical centers, universities, and educational associations and organizations to identify and engage those interested in pursuing careers in the construction industry and related fields; and

(c) Advertise and promote the availability of workforce project opportunities in a broad-based manner.

7.2 Employee Readiness Committee. The County and the City endorse the work and efforts of the SWORWIB and will encourage the SWORWIB to establish an employee readiness committee (the “ERC”) to oversee implementation of the ERP. The purpose of the ERC will be to evaluate the effectiveness of the ERP and new and existing apprenticeship programs which are available to residents of the County and/or the City. The membership of the ERC should include an elected official, Contractors, union and non-union officials, a SWORWIB member, and apprenticeship representatives. The ERC should provide input and recommendations to the SWORWIB and, in turn, the SWORWIB should report quarterly to the County, the City and the Consultant about the progress and effectiveness of the ERP.

8. Inclusion Outreach Consultant

8.1 Engagement of Consultant. In order to facilitate the implementation and administration of this Banks Inclusion Policy, including the DBE Program, the SBE Program and the Banks Workforce Program, the County, the City and the Developer will hire an inclusion outreach consultant (the “Consultant”) to assist with the Banks Project. The Consultant will be responsible for conducting extensive outreach programs directed at DBEs, including minority and women-owned businesses, SBEs, and qualified minorities and women construction workers, during the preconstruction and construction phases of the Banks Project. The Consultant also will be responsible for tracking, monitoring and preparing monthly participation reports on the utilization of DBEs, including minority and women-owned businesses, SBEs and qualified minorities and women construction workers in connection with the Banks Project.

8.2 Other Duties of Consultant. The Consultant will work cooperatively with the Hamilton County Office of Small Business Development (the “Small Business Development Office”), and the City of Cincinnati Office of Contract Compliance (the “COCC”) in connection with the implementation and administration of this Banks Inclusion Policy. In addition, the Consultant will seek input and advice regarding effective outreach efforts as contemplated by this Banks Inclusion Policy from business leaders, DBEs, small business owners and representatives of trade associations and community organizations, including, but not limited to, the Greater Cincinnati & Northern Kentucky African American Chamber of Commerce, the Cincinnati USA Hispanic Chamber of Commerce, the Cincinnati USA Regional Chamber of Commerce, the Greater Cincinnati Building & Construction Trades Council, Allied Construction Industries (ACI), Ohio Valley Chapter of Associated Builders and Contractors, Inc., South Central Ohio Minority Business Council, Cincinnati Women In Construction, Cincinnati Business Incubator, the Cincinnati Minority Contractors Business Assistance Program, the Cincinnati-Hamilton County Community Action Agency, the Cincinnati Unit of the NAACP, the Hamilton County Department of Job and Family Services and the Cincinnati Workforce Development Center.

9. Socio-Economic Impact

9.1 Data Collection and Analysis. The County and the City anticipate that the Banks Project will have a significant and positive social and economic impact on the Greater Cincinnati and Hamilton County region. The County and the City also believe that it is important to measure such impact, particularly in the census tract areas within the SMSA that includes the County and the City (the “Hamilton County SMSA”) which have been deemed to be economically distressed. For that purpose, the County and the City will collect and analyze social and economic data to monitor and measure the regional impact of the Banks Project. To assist the County and the City and to facilitate such efforts, each Contractor for the Banks Project will be required to:

(a) prepare and submit to the awarding government entity (the County or the City, as appropriate) quarterly reports regarding:

(i) the use of first-tier subcontractors, suppliers and vendors in connection with the Banks Project during the period covered by the report, including, but not limited to, (i) the name and principal business address of each subcontractor, supplier and vendor and (ii) the dollar value of each Banks Project related subcontract and procurement awarded by the Contractor to the first-tier subcontractor, supplier or vendor during the covered period; and

(ii) the number of persons employed by the Contractor to work on the Banks Project (or to perform any work directly or indirectly related to the Banks Project) during the covered period who reside in the SMSA which includes Hamilton County, together with the aggregate amount of salaries and gross wages paid to such persons, based upon each zip code included in such geographic area.

Each Banks Project related subcontract between a Contractor and a first-tier subcontractor, supplier or vendor shall require the subcontractor, supplier or vendor to prepare and submit to the government entity that awarded the prime contract or procurement to the Contractor (the County or the City, as appropriate) quarterly reports containing information as described or otherwise required pursuant to this provision with respect to the subcontractor's first-tier subcontractor supplier or vendor contract, procurement and/or employment activities related to such awarded subcontract or procurement.

9.2 Limitations. The provisions of Section 9.01 shall not apply to individual Banks Project related contracts, subcontracts and/or procurements valued at \$10,000 or less, unless or until the aggregate value of a series of such contracts, subcontracts and/or procurements awarded to the same Contractor, subcontractor, supplier or vendor exceeds \$10,000. The information described under Section 9.01(a)(ii) shall not be required for a supplier or vendor that does not have any office, supply warehouse or distribution facility located within [50] miles of the County.

10. Rules and Guidelines

10.1 Authorization. The Small Business Development Office and the COCC are authorized to jointly prepare and issue rules and guidelines for the implementation and administration of this Banks Inclusion Policy consistent with the purposes and intent of such policy as set forth herein. Nothing set forth herein or in such rules and guidelines should be interpreted or applied in any manner that would be in violation of existing applicable state or federal law. [Accordingly, the Banks Project Small Business Enterprise Program Rules and Guidelines dated _____, 2007 have been developed by the Small Business Development Office and the COCC and specifically apply to this Banks Inclusion Policy.]

SCHEDULE A

Employee Readiness Program

[TO BE ATTACHED]

Hilltop Lot (ITB#020-25) BP#1 Demolition

FORM 2004 SUBCONTRACTOR APPROVAL REQUEST Statement of Intent to Utilize Firms

Bid or Proposal Reference Number: _____

This form must be completed for each subcontractor, subconsultant and/or supplier, and submitted **to the Construction Manager after bid opening, but before contract award and before work begins**. Information recorded herein will be incorporated in the Contractor's contract. All subcontractors and/or suppliers must be approved prior to starting work on the project.

Contractor Name	Type of Inclusion Program (circle one): SBE DBE	Contract Amount \$
Contractor Representative	Title	Telephone Number
Contractor Address	City/State	Zip Code
Federal Tax ID #	E-mail Address	

SUBCONTRACTOR

Subcontractor Name	Address	City/State/Zip Code
Subcontractor Representative	Title	Telephone Number
Federal Tax ID #	E-mail Address	

Is Subcontractor a SBE certified by the City of Cincinnati Office of Contract Compliance? YES or NO
OR
Is Subcontractor a DBE certified through the Ohio DBE Unified Certification Program? YES or NO

ITEM NUMBER	DESCRIPTION OF WORK AND/OR SUPPLIES	SUBCONTRACTOR'S CONTRACT AMOUNT \$	% OF TOTAL CONTRACT PRICE	ESTIMATED START DATE	COMPLETION DATE
	Total Value of Work				

SIGNATURES

Subcontractor Representative	Date
Contractor Representative	Date
City of Cincinnati Contract Compliance Officer	Date
Hamilton County Compliance Officer	Date



**THE BANKS PROJECT
 SBE/MBE/WBE SUBCONTRACTOR SUBSTITUTION REQUEST
 Bid Reference No. _____**

THIS FORM MUST BE COMPLETED AND APPROVED BY THE BANKS REVIEW COMMITTEE PRIOR TO TERMINATING A CONTRACT WITH A SMALL BUSINESS ENTERPRISE (SBE) OR DISADVANTAGED BUSINESS ENTERPRISE (DBE) AFTER THE BIDS OR PROPOSALS HAVE BEEN SUBMITTED OR CONTRACT HAS BEEN AWARDED. **CONTRACTOR MUST PROVIDE A WRITTEN EXPLANATION FOR THE SUBSTITUTION REQUEST.** INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT.

Company Name: _____ Project Name: _____

Address: _____ Date Submitted _____

_____ will be substituted for _____ to perform work on
(Name of Subcontractor/Supplier) *(Name of Subcontractor/Supplier)*

Or supply goods for the above described contract.

_____ will enter into a formal agreement for the work upon approval by the Owner and agrees with
(Subcontractor/Supplier)

New Subcontractor/Supplier EIN#: _____ Circle Type of Business: SBE DBE MBE WBE NONE

Must attach a copy of the reason for SBE substitution for review prior to any contractor performing work on this portion of the project.

ITEM NUMBER	DESCRIPTION OF WORK	SUBCONTRACT/P.O. PRICE	% OF TOTAL CONTRACT PRICE	START DATE	COMPLETION DATE
	<u>Total Value of Work</u>				

Prime/General Contractor:

Signature of Company Representative _____

Title: _____ Date: _____ EIN#: _____

Subcontractor/Supplier Replaced: I relinquish my quote for the above contract.

Signature of Company Representative _____

Title: _____ Date: _____ EIN#: _____

Request : Approved _____ Denied _____
_____ Date _____
Authorized Committee Representative Signature

Hilltop Lot (ITB#020-25) BP#1 Subcontractor Monthly Business Utilization Report

Contractor Name:	Approved Contract Value \$:	Trade Contract #:	Bid or Proposal #:	Type of Inclusion Program:
				SBE or DBE
Date Submitted:	Reporting Period: From	To	Contractor Pay Application #:	
Contact Person:	Business Type: (Circle all that apply) SBE MBE WBE NONE			
Contractor Address:	Federal Tax ID Number:			
Contractor City/State/Zip Code:	County:			
Telephone Number:	Email:			

Subcontractor Reporting

List All Subcontractors/Suppliers (Name of Subcontractor/Supplier; Name of Contact Person, Street Address, Zip, Phone #, Email)	Business Type (SBE/ MBE/WBE/ NONE) Indicate All That Apply	Federal Tax ID #	Description of Work/Supplies	Original Subcontract Amount	Total Authorized Change Order Amount To Date	Total Subcontract Amount	***\$ Amount to be paid for this reporting period	Total Amount Paid to Date	Pay App #, Invoice or P.O. # (Include "F" if final payment)

*** Column should reflect information entered on form AIA Document G703 column E

The undersigned certifies that the information recorded above is correct, and that each of the representations set forth above is true. The undersigned further acknowledges that any misrepresentation hereon may result in termination of contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Authorized Contractor Representative: _____ Title _____ Date _____

Signature _____ Title _____ Date _____
If Additional Space is Needed, Please Use Copies of This Form.

**Hilltop Lot ITB#020-25 Demolition
Monthly Workforce Tracking Form**

Contractor Name:	Contract Value:		Trade Contract #:		Pay Application #:			
Date Submitted:	Business Type: (Circle all that apply)		SBE	*BSBE	MBE	WBE	DBE	NONE
Contact Person:	Reporting Dates:		From:	To:				
Address:	Federal Tax ID Number:							
City/State/Zip Code:	County:							
Telephone Number:	Email:							
Trade Contract Description:	Circle Appropriate Box:		Contractor	Subcontractor				

The Banks Monthly Workforce

Job Categories Trade Employees	Total Employee Hours Worked						Total Minority (Hours)			Caucasian (Hours)		African American (Hours)		Asian American (Hours)		Hispanic American (Hours)		Native American (Hours)	
	Total Hours	Total Male Hours	Total Female Hours	Total % Male	Total % Female	Total % Minority	Minority Male Hours	Minority Female Hours	Total % Female Minority	Caucasian Male Hours	Caucasian Female Hours	African American Male Hours	African American Female Hours	Asian American Male Hours	Asian American Female Hours	Hispanic American Male Hours	Hispanic American Female Hours	Native American Male Hours	Native American Female Hours
FOREPERSON	0.00	0.00	0.00	0.00%	0.00%	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT OPERATORS	0.00	0.00	0.00	0.00%	0.00%	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MECHANICS	0.00	0.00	0.00	0.00%	0.00%	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRUCK DRIVERS	0.00	0.00	0.00	0.00%	0.00%	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
IRONWORKERS	0.00	0.00	0.00	0.00%	0.00%	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CARPENTERS	0.00	0.00	0.00	0.00%	0.00%	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CEMENT MASONS (and CONCRETE FINISHERS)	0.00	0.00	0.00	0.00%	0.00%	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ELECTRICIANS	0.00	0.00	0.00	0.00%	0.00%	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PIPEFITTERS/PLUMBERS	0.00	0.00	0.00	0.00%	0.00%	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PAINTERS	0.00	0.00	0.00	0.00%	0.00%	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABORERS-SEMI SKILLED	0.00	0.00	0.00	0.00%	0.00%	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LABORERS-UNSKILLED	0.00	0.00	0.00	0.00%	0.00%	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00%	0.00%	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Authorized Contractor Representative Signature: _____ Title: _____ Date: _____

**Hilltop Lot ITB#020-25 Demolition
 Monthly Subcontractor Utilization Report**

Contractor Name: _____ SBE or DBE _____

Date Submitted: _____

Contact Person: _____

Contractor Address: _____

Contractor City/State/Zip Code: _____

Telephone Number: _____

Trade Contract Description: _____

Type of Inclusion Program: _____

Contractor Pay Application #: _____

Reporting Period From: _____ To: _____

Business Type: (Circle all that apply) *Banks SBE SBE MBE WBE **DBE None

County: _____

Federal Tax ID: _____

Email Address: _____

Employee Name		Minority (Circle Y or N)		Female (Circle Y or N)	Full or Part Time (Circle FT or PT)	Home Address	Last 4 digits of Social Security #	Minority Classification	County	Job Trade Category
		Y	N	Y						
		Y	N	Y	N	FT	PT			
		Y	N	Y	N	FT	PT			
		Y	N	Y	N	FT	PT			
		Y	N	Y	N	FT	PT			
		Y	N	Y	N	FT	PT			
		Y	N	Y	N	FT	PT			
		Y	N	Y	N	FT	PT			
		Y	N	Y	N	FT	PT			
		Y	N	Y	N	FT	PT			
		Y	N	Y	N	FT	PT			
		Y	N	Y	N	FT	PT			
		Y	N	Y	N	FT	PT			
		Y	N	Y	N	FT	PT			
		Y	N	Y	N	FT	PT			
		Y	N	Y	N	FT	PT			
		Y	N	Y	N	FT	PT			
		Y	N	Y	N	FT	PT			

Employee Information Form

***The Banks SBE - An SBE certified by the City of Cincinnati Economic Inclusion**

****The Banks DBE - A DBE certified through the Ohio DBE Unified Certification Program**

*****Column should reflect the information entered on form AIA Document G703 column E**

The undersigned certifies that the information recorded above is correct, and that each of the representations set forth above is true. The undersigned further acknowledges that any misrepresentation hereon may result in termination of contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Authorized Contractor Representative: _____ Signature _____ Title _____ Date _____

**Hilltop Lot ITB#020-25 Demolition
Number of Employees Report**

Contractor Name:	Contract Value \$:	
Date Submitted:	Reporting Dates: From:	To:
Contact Person:	Pay Application #:	
Address:	County:	
City/State/Zip Code:	Business Type:	
Telephone Number:	Federal Tax ID:	
Trade Contract Description:	Contact Email:	

Number of Employees

Total Number of Employees	Caucasian Men		Women		Minority		Caucasian		African American		Asian American		Hispanic American		Native American		
	Total Number of Caucasian Men	Percentage of Total Employees	Total Number of Women	Percentage of Total Employees	Total Number of Minority Men and/or Women	Percentage of Total Employees	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Joint Policy Questions																	
Total number of employees working on this Banks contract?	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0
Total number of full-time employees working on Banks contract [6.6 (a) (1)]	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0
Total number of part-time employees working on Banks contract [6.6 (a) (1)]	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0
Total number of employees working on Banks contractor (who perform work directly or indirectly) who lives in the Cincinnati Middletown MSA [9.1 (a) (ii)]	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0
Total number of all employees working within this MSA (All employees in company)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0

****Note minority female workers count in both the women and minority columns but only once in the total number of employees column.**

Do you expect to hire additional employees to work on The Banks Project? YES NO

If so, please provide a general description of the skills and capability requirements for each additional employee

Authorized Contractor Representative: _____

Signature

Title

Date

SECTION 009000
CONTRACT CONSTRUCTION MANAGEMENT FORMS

PART 1 GENERAL

1.1 SUMMARY

- A. The following documents, referred to in the General Conditions, are available from the Construction Manager upon request:
1. Change Order Form (AIA G701 - 2001 – as amended & modified)
 2. Application and Certificate for Payment (AIA G702 - 1992 – as amended & modified)
 3. Continuation Sheet (AIA G703-1992 – as amended & modified)
 4. Certificate of Substantial Completion (AIA G704 - 2000 – as amended & modified)
 5. Contractor's Affidavit of Payment of Debts and Claims (AIA G706 - 1994 – as amended & modified)
 6. Contractor's Affidavit of Release of Liens (AIA G706A - 1994 – as amended & modified)
 7. Consent of Surety to Final Payment (AIA G707 – 1994 – as amended & modified)
 8. Contractor's Affidavit
 9. Construction Change Directive Form (AIA G714/CMa – 1992 as amended & modified)

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

DRAFT

AIA® Document G701® - 2017

Change Order

PROJECT: <i>(Name and address)</i>	CONTRACT INFORMATION: Contract For: Date:	CHANGE ORDER INFORMATION: Change Order Number: Date:
OWNER: <i>(Name and address)</i>	ARCHITECT: <i>(Name and address)</i>	CONTRACTOR: <i>(Name and address)</i>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$	_____	0.00
The net change by previously authorized Change Orders	\$	_____	0.00
The Contract Sum prior to this Change Order was	\$	_____	0.00
The Contract Sum will be increased by this Change Order in the amount of	\$	_____	0.00
The new Contract Sum including this Change Order will be	\$	_____	0.00
The Contract Time will be increased by Zero (0) days.			
The new date of Substantial Completion will be _____			

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

_____ ARCHITECT <i>(Firm name)</i>	_____ CONTRACTOR <i>(Firm name)</i>	_____ OWNER <i>(Firm name)</i>
_____ SIGNATURE	_____ SIGNATURE	_____ SIGNATURE
_____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE
_____ DATE	_____ DATE	_____ DATE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	_____
2. Net change by Change Orders	\$	_____
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	_____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	_____
5. RETAINAGE:		
a. _____ % of Completed Work (Column D + E on G703)	\$	_____
b. _____ % of Stored Material (Column F on G703)	\$	_____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	_____
8. CURRENT PAYMENT DUE	\$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO:

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	GRAND TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)

PROJECT NUMBER:
CONTRACT FOR:
CONTRACT DATE:

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO OWNER:
(Name and address)
Board of County Commissioners,
Hamilton County, Ohio
603 County Administration
Building
138 East Court Street
Cincinnati, Ohio 45202

TO CONTRACTOR:
(Name and address)

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ (time) on _____ (date).

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

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User Notes:

(3B9ADA63)

Trade Contractor's Affidavit of Payment of Debts And Claims

AIA Document G706 – Electronic Format

As Amended and Modified Herein

Owner []
Construction Manager []
Architect []
Trade Contractor []
Surety []
Other []

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE USING AIA DOCUMENT D401.

TO OWNER:

(Name and address)

Board of County Commissioners of
Hamilton County, Ohio
138 East Court Street
Cincinnati, Ohio 45202

CONTRACT NO.

TRADE CONTRACT FOR:

PROJECT:

(Name and address)

TRADE CONTRACT DATED:

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all Work, labor, and services performed, and for all known indebtedness and claims against the Trade Contractor for damages arising in any manner in connection with the performance of the Trade Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered against any property of the Owner arising in any manner out of the performance of the Trade Contract referenced above. Trade Contractor acknowledges and agrees that all manufacturers' warranties and guarantees applicable to Trade Contractor's work, goods, materials, products and/or equipment or Material Supplier's goods, materials, products and/or equipment in regard to the Work are and shall remain in full force and effect, and Trade Contractor hereby assigns all of Trade Contractor's rights in said warranties and guarantees to Owner. Trade Contractor acknowledges that such payment is in full and in satisfaction of any claims arising out of Trade Contractor's Work on the Project, including all claims against Owner.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment: [] yes [] no

The following supporting documents should be attached hereto as required by the Owner:

1. Trade Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Trade Contractor's Affidavit of Release of Liens (AIA Document G706A)

TRADE CONTRACTOR:

(Name and address)

BY: _____

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date: _____

Notary Public: _____

My Commission Expires: _____

Trade Contractor's Affidavit of Release of Liens

**AIA Document G706A –
Electronic Format
As Amended and Modified Herein**

Owner	[]
Construction Manager	[]
Architect	[]
Trade Contractor	[]
Surety	[]
Other	[]

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE USING AIA DOCUMENT D401.

TO OWNER:

(Name and address)

Board of County Commissioners of
Hamilton County, Ohio
138 East Court Street
Cincinnati, Ohio 45202

CONTRACT NO.

TRADE CONTRACT FOR:

TRADE CONTRACT DATED:

PROJECT:

(Name and address)

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as expressly listed below, the Releases or Waivers of Lien attached hereto including the Trade Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Trade Contract referenced above:

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Trade Contractor's Release or Waiver of Liens, conditional upon receipt of Final Payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

TRADE CONTRACTOR:

(Name and address)

BY: _____

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date: _____

Notary Public: _____

My Commission Expires: _____

0126293.0603325 4932-1750-2240v1



AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER:

ARCHITECT:

CONTRACTOR:

SURETY:

OTHER:

TO OWNER: *(Name and address)*

CONTRACT FOR:

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:

(Seal):

CONTRACTOR'S AFFIDAVIT

State of Ohio,
County of _____, Ohio _____, 200__
_____, being first duly sworn, says that he/she is ¹_____
Of¹ _____, the (Sub Original) contractor having a contract with
_____, the² _____
For⁴ _____, a _____
situated on or around or in front of the following described property, in _____ County, Ohio ___: _____

whereof _____ was the owner, part owner or lessee.

SUB-CONTRACTORS

Affiant further says that the following shows the names and addresses of every sub-contractor in the employ of said²
_____ giving the amount, if any, which is due, or to become due, to them, or any of them, for work
done, or machinery, material or fuel furnished to date hereof, under said contracts.

NOTE – This statement must be accompanied by a similar sworn statement signed by each of the sub-contractors listed below:

NAME	ADDRESS	TRADE	Amount Due or to Become Due for Work and Materials to Date Hereof

MATERIAL MEN

Said affiant further says that the following shows the names and addresses of every person furnishing machinery, material or fuel to²_____ giving the amount, if any, which is due, or to become due, to them, or any of them, for machinery, material or fuel furnished to date hereof, under said contracts.

NAME	ADDRESS	Kinds of Machinery, Material or Fuel	Amount Due or to Become Due for Material Furnished to Date Hereof

NOTE – The above must be accompanied by "Certificate of Materialman." In lieu of such certificate, there may be furnished a written waiver of lien, a written release or receipt.

LABOR

Said affiant further says that the following shows the names and addresses of every unpaid laborer in the employ of² _____ furnishing labor under said contract, giving the amount, if any, which is due, or to become due, for labor done to date hereof.

NOTE – If the fact is that every laborer has been paid in full, then recite: “Every laborer has been paid in full.” If not, then give each unpaid laborer’s name and address and the amount due or to become due.

NAME	ADDRESS	HOURS	Amount Due or to Become Due for Labor Furnished to Date Hereof	

Affiant further states that there is due or to become due _____ for work performed or machinery, material or fuel furnished to _____ to date hereof under said contracts, the sum of \$ _____.

That the amounts due or to become due to said sub-contractors, material men and laborers, for work done or machinery, material or fuel furnished to date hereof, to² _____ are fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

Affiant further says that⁶ _____ has not employed or purchased or procured machinery, materials or fuel from, or sub-contracted with any person, form or corporation, other than those above mentioned, and owes for no labor performed, or machinery, material or fuel furnished, under said contracts, other than above set forth.

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at _____, Ohio, this ____ day of _____, 200_.

NOTARY PUBLIC

1. Sec’y., Treas., one of firm, or agent, as case may be.

4. “Constructing, altering or repairing a boat, vessel or watercraft,; or “erecting, altering, repairing or removing a house, mill, manufactory, or any other furnace or furnace material therein, or other building appurtenance, fixture, bridge or other structure,;” or “digging, drilling, boring, operating, completing and repairing of any gas well, oil well or other well,;” or “altering, repairing or constructing any oil derrick, oil tank, oil or gas pipe line,;” or “furnishing tile for the drainage of any lot or land.”

2. Name and address.

5. Accurate description of the property.

3. “Owner,;” “part-owner,;” “lessee,;” or “authorized agent of owner, part-owner or lessee,;” or “original” or “principal contractor under a contract with _____ the owner, part-owner

6. Contractor or sub contractor executing affidavit.

or lessee,; as the case may be.

AFIDAVIT
OF
ORIGINAL OR SUB-CONTRACTOR

OWNER

HEAD-CONTRACTOR

SUB-CONTRACTOR

DATE: _____

DRAFT

AIA® Document G714/CMa™ - 1992

Construction Change Directive Construction Manager-Adviser Edition

PROJECT: <i>(Name and address)</i>	DIRECTIVE NUMBER: 001 DATE:	OWNER: <input type="checkbox"/>
		ARCHITECT: <input type="checkbox"/>
	CONTRACT FOR:	CONSTRUCTION MANAGER: <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i>	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
	PROJECT NUMBERS: /	FIELD: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

You are hereby directed to make the following change(s) in this Contract:

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum increase of \$0.00
 - Unit Price of \$ per
 - as provided in Section 7.3.6 of AIA Document A201/CMa-1992.
 - as provided in Section 7.3.7 of AIA Document A232-2009.
 - as follows:
- The Contract Time is proposed to . The proposed adjustment, if any, is .

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.
CONTRACTOR <i>(Firm name)</i>
ADDRESS
BY <i>(Signature)</i>
<i>(Typed name)</i>
DATE:

When signed by the Owner, Construction Manager and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

OWNER <i>(Firm name)</i>	CONSTRUCTION MANAGER <i>(Firm name)</i>	ARCHITECT <i>(Firm name)</i>
ADDRESS	ADDRESS	ADDRESS
BY <i>(Signature)</i>	BY <i>(Signature)</i>	BY <i>(Signature)</i>
<i>(Typed name)</i>	<i>(Typed name)</i>	<i>(Typed name)</i>
DATE	DATE	DATE

SECTION 011100
SUMMARY OF WORK

PART 1 GENERAL

1.01 GENERAL PROVISIONS OF BID PACKAGE #1 TRADE CONTRACTS

- A.** The following summary is a description of work for all Contract Descriptions for Hilltop Demo and 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 #1 Trade Contracts
3. Contract Descriptions

2.2 LIST OF TRADE CONTRACTS

1. List of Bid Package #1 Trade Contracts:
TC-01 Demolition and Site Preparation

2. General Provisions of Bid Package #1 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 may be directed to leave the jobsite.
- P. Each Contractor shall be restricted to working hours of **7:00am to 4:00pm** unless alternate arrangements are approved by the Construction Manager. This does not alleviate the Trade Contractor's responsibility to work overtime as required to maintain the schedule.

- Q. Signs of any type are prohibited, except as specifically assigned by the Contract Documents.
- R. 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-01: Demolition and Site Preparation**
4.

The Scope of Work in this Contract TC-01 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.

Pre Bid Meeting and Walk Through is required to submit a bid.

Included is the Work as indicated in this Contract Description TC-01 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-01: Demolition and Site Preparations. 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. **Pre Bid Meeting and Walk Through is required to submit a bid.**
10. 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. Danger tape is not permitted on Messer sites. Cones and Bones, Plastic Chain, and flagging are acceptable alternatives unless located at a leading edge.

11. Include SWPP for entire site. Maintain until BP#2 contractor mobilizes on site. Permit and coordination to be included in this package.
12. Include hiring an underground utility service to locate and mark all existing utilities. Asbuilt documents, marked up aerials, etc to be provided following the location activities. Locations to be surveyed once marked/identified. Documents to be submitted to CM/Architect for approval. Existing drawings can be located in the project trailer for review. Note these drawings are old and could be outdated.
13. Include moving/installing 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.
14. Include full Demolition scope as shown in the documents. Demo to include, but not limited to Metal structures, concrete structures, pump house, wash out pits, tanks, equipment, utilities Topping slabs, Slab on grade, railings, embeds, piping, Utilities, debris, concrete spoil piles, sand piles, gravel piles, etc
15. Structures are to be removed to top of existing foundations unless an elevation or indication is provided on the drawings. Removal of foundations to be included where shown or called out. Site concrete slabs to remain unless shown to be removed.
16. Site abatement of asbestos to be included. Reference provided Asbestos survey for locations. Quantity to be removed to be TC-01 responsibility.
17. Existing Office building to remain. Abatement of the office building to be included 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.
19. Include removal of all other concrete blocks, chunk, pieces, etc unless CM/Owner request them to remain.
20. Include Utilities demo as shown and required for the demo scope. This includes disconnecting 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. Remove extra wire, pipe, etc back to nearest junction box, Fitting, etc. Reference drawings for extent.
21. Include protecting and refilling any holes/excavations produced as apart of the demolition work. Refilling can be done with suitable on-site material per specifications.
22. Include full coordination with CSX, Duke Energy, Cincinnati Water Works, and other Local Jurisdictions.
23. Include final cleaning prior to BP#2 contractors' mobilization. This

Hilltop Lot (ITB #020-25)
BP #1 – Demolition
February 28, 2025

includes removal of all debris, material, and dirt left behind from this contractor.

End of Section

SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Unit-cost allowances.
 - 3. Quantity allowances.
 - 4. Contingency allowances.
 - 5. Testing and inspecting allowances.
- C. Related Requirements:
 - 1. Section 01 22 00 – Unit Prices for procedures for using unit prices.

1.2 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Subcontract, advise Contractor of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.3 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.4 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Subcontractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include material, sales and/or use tax, labor (and/or erection), overhead, tools, equipment, delivery to project site, unloading and warehousing if necessary.
- B. This type of allowance shall be adjusted by the difference of the allowed amount vs. actual expenditures performed on a T&M basis, usually with pre-agreed to unit rates.
- C. Example: A bid category for masonry may include a Lump Sum Allowance of \$5,000 for temporary heating. The bidder shall include this \$5,000 allowance in its Base Bid and document actual expenditures to the Contractor. The bidder's contract amount will then be adjusted based on actual usage.
- D. Allowance usage Change Orders shall not include mark ups when being utilized.

1.7 MATERIAL ALLOWANCES

- A. The allowance itself shall include the cost of purchasing the specified materials only, including sales and use tax if applicable. The cost of labor (and/or erection), overhead, profit, tools, equipment, delivery, unloading, warehousing, etc. shall be included in the Base Bid and shall NOT be included in the stated allowance.
- B. This type of allowance shall be adjusted by the difference of the allowed material purchase price and the actual purchase price, either additive or deductive, with no consideration given for either increased or decreased OH&P.
- C. Example: A bid category for carpet may include a Material Allowance of \$15.00/sy to purchase carpet. The cost for installation, tools, equipment, delivery, unloading, warehousing, overhead, profit, etc. shall be included in the Base Bid and are not part of the allowance.
- D. Subcontractor shall submit proposals to Contractor for materials selections by the Architect. After selection, subcontractor shall following normal submittal procedures.
- E. Subcontractor shall note if Contract Time will be affected with any material selection.
- F. Invoices shall be submitted to the Contractor to verify actual purchase amounts and quantities.

Hilltop Lot (ITB #020-25)

BP #1 – Demolition

February 28, 2025

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-01 - \$50,000.00

END OF SECTION 01 21 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 –

END OF SECTION 01 22 00

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
- B. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
- C. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.
- D. Work not specifically identified or reasonably inferable as being part of an Alternate shall be considered as being in the base scope of the project.
- E. Unless otherwise indicated, each Alternate shall be considered to include all costs necessitated by its acceptance, including, but not limited to labor, material, delivery, storage, handling, supervision, tools, equipment, taxes, compliance with Division 1 General Requirements, and construction facilities and administration associated with the Alternate.
- F. The Subcontractor shall fully investigate each proposed Alternate and understand each Alternate's effect on the overall Work. Work which, by virtue of acceptance of the Alternate, will be necessary in order to provide a complete and proper installation shall be considered as being part of that Alternate, whether indicated or not. Likewise, work, which is made unnecessary by acceptance of the Alternate, shall be considered as being deducted from the base Work, even if not specifically indicated as such.

1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

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- B. Notification: Immediately following award of the Subcontract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Subcontract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - SCHEDULE OF ALTERNATES

2.1 Alternate No 1 – NA

END OF SECTION 01 23 00

SECTION 012513

PRODUCT SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Product options available to Bidders and Contractors, plus procedures for securing approval of proposed substitutions.
- B. Refer to Section 001000.2 - Instructions to Bidders Article 3.3 SUBSTITUTIONS, as amended and modified.

1.2 QUALITY ASSURANCE

- A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- B. All bids shall be based upon specified standards or approved substitutes.
- C. Where proprietary products or types of construction are used in Specifications, the first named in any grouping is the one used as the basis of design. Use of a second, third, or approved substitution shall not relieve Contractor of the responsibility of investigating the effect these products will have on the Work.
- D. Include all costs in bid in order to accommodate the product to be provided.

1.3 PRODUCT OPTIONS

- A. Contract is based on standards of quality established in Contract Documents.
 - 1. In agreeing to the terms and conditions of Contract, Contractor has accepted a responsibility to verify that specified products will be available and to place orders for all required materials in such a timely manner as is needed to meet his agreed construction schedule.
 - 2. Neither Owner nor Architect has agreed to substitution of materials or methods called for in Contract Documents, except as they may specifically otherwise state in writing.
- B. Where materials and/or methods are specified by name and/or model number, followed by the words "or approved equal":
 - 1. Material and/or method specified by name establishes the required standard of quality.

2. Materials and/or methods proposed by Contractor to be used in lieu of materials and/or methods so specified by name shall in all ways equal or exceed qualities of the named materials and/or methods.
- C. Where the phrase "or equal," or "or approved equal" occurs in Contract Documents, do not assume that materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this Work by the Owner in consultation with the Architect.

1.4 SUBSTITUTIONS

- A. Any bidder desiring to use a material, product, equipment, or type of construction not named in Contract Documents shall comply with Section 001000.2 - Instructions to Bidders Article 3.3 SUBSTITUTIONS.
- B. Substitution requests submitted to Construction Manager for approval must be accompanied by such supporting evidence as the Architect may require, such as samples, drawings, specifications, and test reports, giving full and complete information. In all cases, the Owner's decision shall be final and binding on all concerned.
- C. Approval of substitutions shall be announced by the Construction Manager as described in Section 001000.2 - Instructions to Bidders Article 3.3 SUBSTITUTIONS.

1.5 DELAYS

- A. Delays in construction arising by virtue of non-availability of a specified material and/or method will not be considered by the Architect as justifying an extension of Contract Time.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 013100

PROJECT COORDINATION

PART 1 GENERAL

1.1 SUMMARY

- A. Administrative and supervisory requirements necessary for coordination of Work on the Project include, but are not limited to:
 - 1. Contractor responsibilities.
 - 2. Subcontractor responsibilities.
 - 3. Mutual responsibilities.
 - 4. Review of Contract Documents and existing job conditions.
 - 5. Supervision and construction procedures.
 - 6. Labor and materials.

1.2 CONTRACTOR RESPONSIBILITIES

- A. Schedule and coordinate the Work in conformance with the starting and sequencing times, and the Total Contract Time defined in the Construction Documents.
- B. Before starting work at the Project Site, and before purchasing or fabricating materials that are affected by field conditions, inspect the conditions affecting the Work and take all necessary field measurements.
- C. Before fabricating materials or products, examine the Construction Documents for adjacent and related work.
- D. Notify the Construction Manager in writing of work conditions shown or specified that are unsatisfactory for the proper installation and subsequent performance of the Work; or that are not in accordance with the product manufacturer's or fabricator's specifications, requirements, or recommendations. Do not proceed with the Work until conditions are correct.

1.3 SUBCONTRACTOR RESPONSIBILITIES

- A. Before starting work at the Project Site, and before purchasing or fabricating materials that are affected by field conditions, inspect the conditions affecting the Work and take all necessary field measurements.

- B. Before fabricating materials or products, examine the Construction Documents for adjacent and related work.
- C. Notify the Contractor in writing of work conditions shown or specified that are unsatisfactory for the proper installation and subsequent performance of the Work; or that are not in accordance with the product manufacturer's or fabricator's specifications, requirements, or recommendations. Do not proceed with the Work until conditions are correct.
- D. Abide by the Project Schedule and coordination requests made by the Contractor.

1.4 MUTUAL RESPONSIBILITIES

- A. Supply other Contractors with necessary dimensions and shop drawings where required for the coordination of the Work. Additional cost caused to a Contractor or to the Owner due to ill-timed or defective work or the failure to perform work is the responsibility of the Contractor that caused the additional cost.
- B. Move stored materials that interfere with the operation of the Owner or other Contractors.
- C. Coordinate and cooperate with other Contractors to achieve intended execution of each Section where Work of one Specification Section affects Work of other Sections. Do not install successive Work until conditions are inspected and found satisfactory for successive Work. Installation of successive Work is *prima-facie* evidence that the Contractor for successive work accepts the installation conditions. Performance of successive Work is the responsibility of Contractor that performs the successive work.
- D. Comply with safety codes and regulations applicable to the performance of the Contract. Owner, Architect, and Construction Manager are not liable for observing, checking, instructing, and giving directions relating to Contractor's safety procedures. Owner, Architect, and Construction Manager do not review the adequacy of Contractor's safety measures in, on, or near construction site.
- E. Owner's field representative, Architect, and Construction Manager do not have the authority to verbally order or approve modifications to the Work. Authorization must be in writing, signed by the Owner's authorized representative, or by Change Order.

1.5 REVIEW OF CONSTRUCTION DOCUMENTS

- A. Conform to requirements of the Construction Documents. If conflicts are found between Drawings, between Specifications, or between Drawings and Specifications, include the most costly material, method, or detail in Contractor's Bid and in the Contract.
- B. If physical discrepancies are discovered between the actual conditions and those

represented by the Construction Documents, report them immediately to the Construction Manager. Do not proceed with the Work, except at risk, until receiving written instructions.

1.6 SUPERVISION AND CONSTRUCTION PROCEDURES

- A. Where laws, codes, or standards require supervision or inspection of portions of the Work by an architect, engineer, or other competent or qualified person, furnish the necessary supervision and inspection to the satisfaction of the governing authority.
- B. Obtain permission from the Construction Manager before performing work at times other than is allowed by the Construction Documents.
- C. Project meetings will be held at Construction Manager's field office.
- D. Owner reserves the right to hold additional job progress meetings at the Owner's discretion. Construction Manager reserves the right to hold additional job progress meetings at the Construction Manager's discretion. Contractor will be given 48 hours notice (when possible) before unscheduled meetings.
- E. Oral assistance, advice, and interpretations given by the Owner, Architect, or Construction Manager relative to construction means, methods, techniques, sequences, procedures, safety precautions, or programs is a gratuitous service and is not binding. Non-contractual assistance does not make the Owner, Architect, or Construction Manager responsible for the items.
- F. Owner will endeavor to observe the Work, but omissions and failures to provide proper material and failure to perform work correctly are the responsibility of the Contractor. Contractor, not the Owner, is responsible for determining that work under the Contract, as it proceeds and is completed, is performed in accordance with the Construction Documents and governing regulations.

1.7 LABOR AND MATERIALS

- A. Provide products in accordance with the current printed specifications, requirements, and recommendations of the products' manufacturers and fabricators. Should the Construction Documents show or specify the application of a product not conforming to the manufacturer's or fabricator's printed specifications, requirements, or recommendations, notify the Construction Manager in writing.
- B. The minimum, acceptable standards for products and workmanship on this project shall be in compliance with industry standards, recognized standards of good quality, and published standards of recognized National Trade Associations. Use products which are new, sound, and of the quality suitable for their application. Orderly position products and align them with the building structure. Make vertical components plumb and horizontal components level, with surface true to line, grade, and dimension. Make joinery and connections

accurate, close fitting, and well made.

- C. Workers employed on the Project shall work together in harmony, and workers newly assigned to the Project shall cooperate and work harmoniously with work forces on the site, including work forces of the Owner, if any. Upon written notice by the Owner or Construction Manager, Contractor shall remove workers not complying with the provisions of the Contract Documents.
- D. Arrange and establish a location satisfactory to the Construction Manager where the workers may eat. Provide a rubbish container, and clean and remove debris at the end of each working day.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01 31 19 - PROJECT MEETINGS

PART 1 - MEETING TYPES

1.1 General

- A. The Contractor will provide a location for meetings and conferences at Project site, unless otherwise indicated.
 - 1. Attendees: Owner, Contractor, Subcontractors, Architect/Engineer and other individuals whose presence is required, as determined by the Contractor.
 - 2. Agenda: Contractor will prepare the meeting agenda and distribute to all invited attendees.
 - 3. Meeting Memoranda: Contractor will conduct the meeting and record significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned.

1.2 Preconstruction Conference

- A. Contractor will schedule a preconstruction conference before construction starts, at a time convenient to Owner, Contractor, and Architect/Engineer. Conference will be at Project site or another convenient location. Contractor will review responsibilities and personnel assignments.
- B. Attendees: Authorized representatives of Owner, Contractor, Architect/Engineer, and their consultants; Subcontractors and their superintendents; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress, including the following:
 - 1. Tentative construction schedule.
 - 2. Phasing.
 - 3. Critical work sequencing and long-lead items.
 - 4. Designation of key personnel and their duties.
 - 5. Procedures for processing field decisions and Change Orders.
 - 6. Procedures for requests for interpretations (RFIs).
 - 7. Procedures for testing and inspecting.
 - 8. Procedures for processing Applications for Payment.
 - 9. Submittal procedures.
 - 10. Sustainability requirements
 - 11. Preparation of Record Documents.
 - 12. Use of the premises and existing building.
 - 13. Work restrictions.
 - 14. Owner's occupancy requirements.
 - 15. Responsibility for temporary facilities and controls.
 - 16. Construction waste management and recycling.
 - 17. Parking availability.

18. Office, work, and storage areas.
19. Equipment deliveries and priorities.
20. Security.
21. Progress cleaning.
22. Working hours.

D. Meeting Memoranda: Contractor will record and distribute meeting memoranda.

1.3 Pre-installation Conferences

A. Contractor will conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.

B. Attendees: Contractor, Architect/Engineer, Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. The specifications additionally identify Suppliers and/or Subcontractors that are required to attend a pre-installation conference.

C. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

1. The Contract Documents.
2. Options.
3. Related requests for interpretations (RFIs).
4. Related Change Orders.
5. Purchases.
6. Deliveries.
7. Submittals.
8. Review of mockups.
9. Possible conflicts.
10. Compatibility problems.
11. Time schedules.
12. Weather limitations.
13. Manufacturer's written recommendations.
14. Warranty requirements.
15. Compatibility of materials.
16. Acceptability of substrates.
17. Temporary facilities and controls.
18. Space and access limitations.
19. Regulations of authorities having jurisdiction.
20. Testing and inspecting requirements.
21. Installation procedures.
22. Coordination with other work.
23. Required performance results.
24. Protection of adjacent work.
25. Protection of construction and personnel.
26. Construction waste management and recycling

- D. The Contractor will record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - E. The Contractor will distribute minutes of the meeting to each party present and to parties who should have been present, Architect/Engineer, and Owner.
 - F. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- 1.4 Progress (Weekly Work Plan) Meetings: Contractor will conduct progress meetings at weekly intervals. Purpose of meetings is to coordinate work efforts among the participating Subcontractors.
- A. Attendees: Contractor, each Subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - B. Agenda: Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - 1. Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to the 6-week look ahead and Reverse Phase Schedules. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time. Review schedule for next period.
 - 2. Review present and future needs of each entity present, including the following:
 - a. Interface requirements.
 - b. Sequence of operations.
 - c. Status of submittals.
 - d. Deliveries.
 - e. Off-site fabrication.
 - f. Access.
 - g. Site utilization.
 - h. Temporary facilities and controls.
 - i. Work hours.
 - j. Hazards and risks.
 - k. Progress cleaning.
 - l. Quality and work standards.
 - m. Status of correction of deficient items.
 - n. Field observations.
 - o. Requests for interpretations (RFIs).
 - p. Status of proposal requests.
 - q. Pending changes.
 - r. Status of Change Orders.
 - s. Pending claims and disputes.

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- t. Documentation of information for payment requests.
 - u. Waste management implementation and progress.
3. Minutes: Contractor will record and distribute to all Subcontractors the meeting memoranda.
 4. Reporting: Distribute meeting memoranda of the meeting to each party present and to parties who should have been present.
 5. Schedule Updating: Contractor will revise the Reverse Phase & 6-week look ahead Schedules after each progress meeting where revisions to the schedule have been made or recognized.

END OF SECTION 01 31 19

SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

- 1.1 Subcontractor shall in conjunction with the Contractor develop an accurate schedule for the completion of the work. The Contractor will utilize Lean Construction / Last Planner methods to manage the project. Each Subcontractor will be required to participate in a detailed schedule planning session for each phase of the project. A detailed schedule will be developed for each phase. The detailed schedules shall be consistent with the Milestone Construction Schedule issued with the bidding documents. Each Subcontractor will be required to attend the weekly Progress Meeting prepared with a weekly work plan for the coming week and a review of work activities required by the detailed schedule for that Subcontractor over the next six weeks. In addition, each Subcontractor will attend brief daily meetings.
- 1.2 See Section 00 31 13 – Preliminary Schedules for the Milestone Construction Schedule used for bidding.

PART 2 - LEAN CONSTRUCTION SCHEDULING METHODS

- 2.1 Overview:
 - A. Lean Construction is a tool to manage schedules and production on projects. By planning and managing the work, uncertainty is removed from the project. When production planning becomes reliable and people fulfill their commitments, performance and workflow are improved, and so are the overall results of the project.
 - B. Lean Construction traces its roots to the Toyota Production System developed after World War II. The system aimed to eliminate the inventory and rework of traditional mass production in favor of a reliable production system that could both work and change quickly to meet a customer's specific requirements without wasteful processes. In mass production, as in traditional construction processes, the project is a series of activities, and the goal is to reduce cost and increase the speed of each activity with consistent high quality.
- 2.2 Application
 - A. Lean Construction involves a systematic approach aiming for more efficient overall workflow. It attempts to understand how value is delivered, making workflow as consistent and reliable as possible, and then reviewing the results to determine how to improve the planning process. Lean differs from traditional construction methods because it decentralizes hierarchical decision-making. With Lean Construction, those closest to the work (the "Last Planners") must have the authority to make the decisions and plan the work. It also utilizes peer pressure to get the job

done. Subcontractors agree as a group to meet their deadlines, and each is held accountable not only to the Contractor but also to fellow Subcontractors.

- B. The project will utilize key procedures in the implementation of Lean Construction / Last Planner Methods. These steps require the input of the Foremen for the Subcontractors that will perform the work. These steps are as follows:
1. Flow Planning – This schedule is created to fit within the parameters of the Milestone Construction Schedule. Subcontractors work together to determine the work areas, sequence of work, and Takt time for the project. This ensures that the overall work flow of the project is optimized.
 2. Reverse Phase Scheduling (RPS) – This process is used in lieu and/or in addition to Flow Planning. Similar to Flow Planning, this schedule is created to fit within the parameters of the Milestone Construction Schedule. Subcontractors plan the project starting with the last work activity and working backwards. This ensures that all Subcontractors consider what work must be done prior to any schedule activity and adequate durations are in place for late activities. This RPS is thought of as “What Should Be Done.”
 3. Rolling Six-Week Look Ahead Schedules – Upcoming schedule activities move onto the Six-Week Look Ahead Schedules on a weekly basis. All possible constraints for preventing these activities are identified. This six-week look ahead is the work that “Can Be Done” in the next six-week period.
 4. Weekly Work Plans (WWP) – These plans are brought to weekly Progress Meetings by all Subcontractor foremen and are specific to the work they “Will Be Doing” in the upcoming week. In order for work activities to be on the WWP, there cannot be any known constraints that would prevent the work from occurring.
 5. Plan of Day (POD) – These brief daily meetings evaluate daily performance against key activities identified and coordinated in the WWP. By understanding daily performance, Subcontractor foremen quickly identify barriers and then make minor adjustments to eliminate the barriers allowing work to proceed as planned.

2.3 Implementation

- A. Subcontractors will be involved with all Flow Planning and Reverse Phase Scheduling for the project. Bidders should include the cost for foremen and project managers from each company to attend ½ day planning sessions to establish these schedules as required for the complexity of the project.
- B. The Contractor will provide and update the Six-Week Look Ahead Schedules from information developed in the Flow Planning and Reverse Phase Scheduling process and from Subcontractors input. The Contractor and Subcontractors will review and discuss the Six-Week Look Ahead Schedules at the weekly Progress Meetings.
- C. Each Subcontractor must complete a Weekly Work Plan (WWP) and provide to the Contractor by noon the day before the weekly Progress Meeting. Each Subcontractor will discuss their activities at the weekly Progress Meeting.
- D. All Subcontractor foremen are required to attend the daily POD.

- E. Subcontractors will be required to inform the Contractor, on a daily basis, the status of the work that was committed to be complete.
- F. Additional Flow Planning and Reverse Phase Scheduling may be required to update the schedule when project changes occur. Subcontractors will be required to participate in these planning sessions.

2.4 Updates

- A. Six-Week Look-Ahead Schedules will be updated weekly.
- B. Construction Progress Schedules will be updated periodically as required.
- C. The Milestone Construction Schedule will be updated as required.

2.5 Distribution

- A. The Contractor will provide the Subcontractors access to the Milestone Construction Schedule, Construction Progress Schedules, Six-Week Look Ahead Schedules and Weekly Work Plans.
- B. It is the responsibility of each Subcontractor to inform its field personnel, sub-tier subcontractors and material suppliers of the Milestone Construction Schedule, Construction Progress Schedules, Six-Week Looks Ahead Schedules and Weekly Work Plans, including any updates.

2.6 Records

- A. All schedules generated from Flow Planning and Reverse Phase Scheduling, and updates to the same, shall become the revised Project Schedule and shall be binding on the Subcontractors. Each Subcontractor shall provide necessary manpower, equipment, and material as necessary to the revised Project Schedule.

END OF SECTION 01 32 16

SECTION 01 32 26 - CONSTRUCTION PROGRESS REPORTING

PART 1 - GENERAL

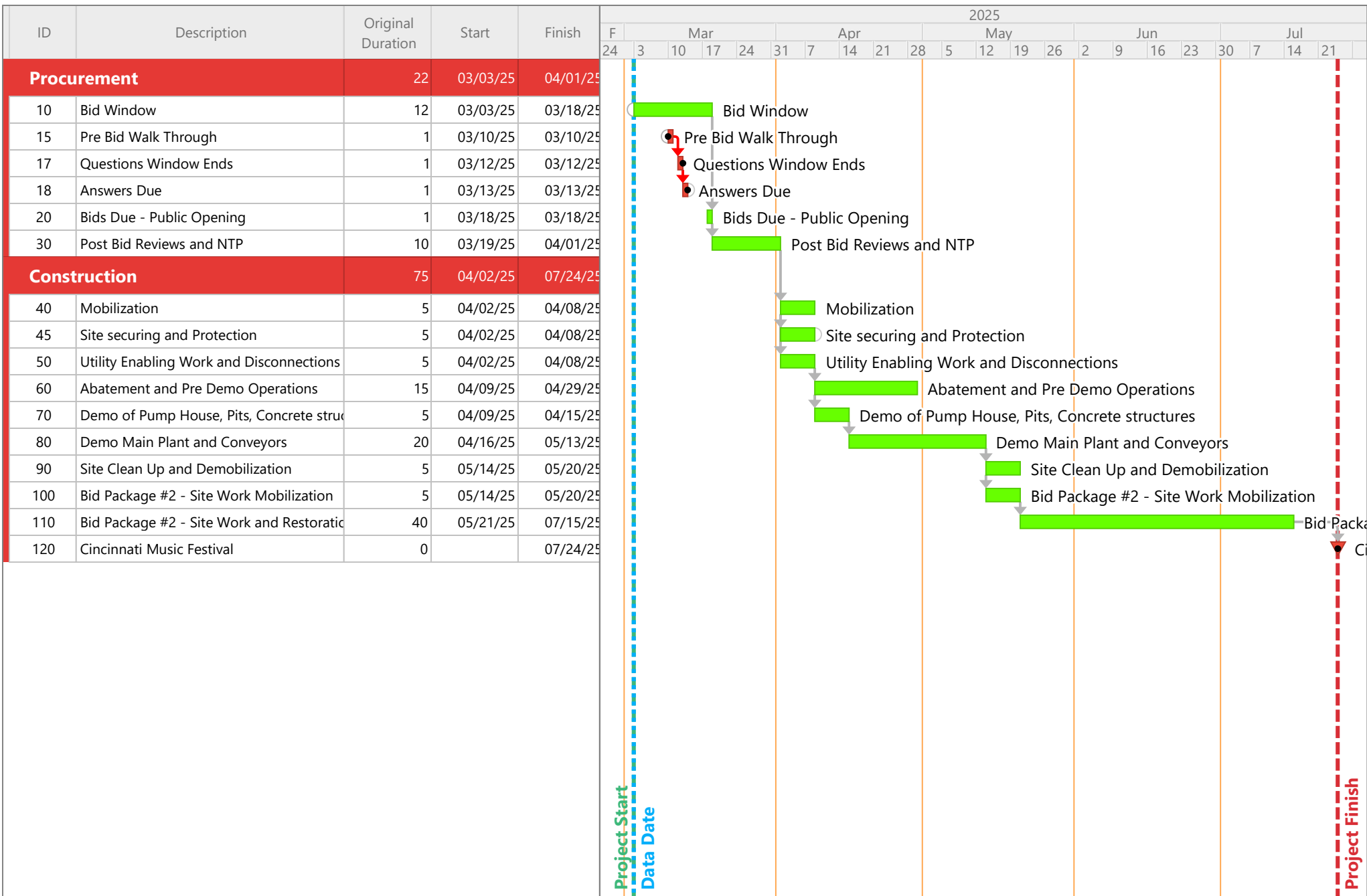
1.1 Daily Reports

- 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



Start Date: 03/03/25
 Finish Date: 07/24/25
 Data Date: 03/03/25
 Run Date: 02/27/25
 Bid Package #1 Bid Schedule 2-27-2025.ppx

Hilltop Site Demo
 Bid Package #1
 2-27-2025



SECTION 013300

SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Proposed Subcontractor and Supplier List.
- B. Contractor's Construction Schedule.
- C. Schedule of Values.
- D. Guarantees and Warranties.

1.2 RELATED SECTIONS

- A. Section 013100 - Project Coordination procedures and requirements.
- B. Section 013323 - Submittal requirements for Shop Drawings, Product Data, and Samples.

1.3 PROPOSED SUBCONTRACTOR AND SUPPLIER LIST

- A. Submit with Bid. Refer to Section 001000.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Submit complete itemized Contractor's Construction Schedule to Construction Manager, within three (3) business days of execution of contract. Contractor's Construction Schedule shall be coordinated with all subcontractors, in accordance with Sections 013216 and 013323.
- B. Revise Contractor's Construction Schedule monthly, at the time of request for payment submittal. When Contractor's Construction Schedule is unchanged, submit a letter certifying that the previous Schedule is unchanged.

1.5 SCHEDULE OF VALUES

- A. Submit Schedule of Values to Construction Manager, within three (3) business days of execution of contract, coordinated with all subcontractors, in accordance with the General Conditions.
- B. Prior to preparation of Schedule of Values, review proposed subdivisions of work in the Schedule of Values with Construction Manager and Architect, for approval.

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1.6 GUARANTEES AND WARRANTIES

- A. With request for inspection for Substantial Completion, submit all warranties, guarantees, and bonds in accordance with Section 014000 – Quality Requirements.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 013323

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 GENERAL

1.1 SUMMARY

- A. This Section specifies procedural requirements for non-administrative submittals, including shop drawings, product data, samples, coordination drawings, and other work-related submittals. Shop drawings, product data, samples, coordination drawings, and other work-related submittals are required to amplify, expand, and coordinate information contained in Contract Documents.
- B. Refer to other Division 01 Sections and other Contract Documents for specifications on administrative, non-work-related submittals. Those submittals include, but are not limited to:
 - 1. Permits.
 - 2. Payment applications.
 - 3. Performance and payment bonds.
 - 4. Insurance certificates.
 - 5. Inspection, testing, and certification reports.
 - 6. Schedule of values.
 - 7. Progress reports.
 - 8. Subcontractor and Supplier List(s).
 - 9. Safety plans and other emergency procedures.
 - 10. Schedules.
- C. Miscellaneous submittals are work-related, non-administrative submittals that do not conform to the previous two categories, including but not limited to:
 - 1. Survey data and reports.
 - 2. Project photographs.
 - 3. Record drawings.

4. Field measurement data.

1.2 SUBMITTAL PROCEDURES

A. General:

1. Submit complete and detailed information required by the Specifications. Construction Manager will approve or reject submittals with reasonable promptness.
2. Submit information from a specification section in the following order: (i) product data, (ii) shop drawings, and (iii) samples.
3. Before forwarding information to Construction Manager, review submittal information, check conditions, mark corrections, and sign and date each set.
4. Construction Manager will not review submittal information Contractor has not signed. Contractor's signature means Contractor has checked the submittals for conformance to the project requirements and compatibility with related work.
5. Except where otherwise indicated, the Construction Manager will utilize construction project collaboration software for the electronic transmission, tracking, and management of all submittals. Refer to Section 011100 – Summary of Work.

B. Coordination:

1. Coordinate submittal preparation and processing with prosecution of the Work. Coordinate each submittal with other submittals and related activities including testing, purchasing, fabrication, delivery, and similar activities that require sequential activity.
2. Contractor shall review, coordinate, and forward submittals of interrelated work as a single, comprehensive submittal package to Construction Manager.

C. Submittal Time Coordination:

1. Prepare and transmit each submittal to the Construction Manager within 14 calendar days after award of Contract, or as agreed to by the Construction Manager. Prepare and transmit in advance of scheduled performance of related work and other applicable activities.
2. Construction Manager reserves the right to withhold action on submittals that require coordination with other submittals until the related submittals have been received by the Construction Manager.

D. Review Time:

1. Allow minimum of 14 calendar days so the Project will not be delayed because of time required to properly process submittals, including time for resubmittal, if necessary. Advise the Construction Manager on each submittal if processing time is critical to progress of the Work and if the Work would be expedited if processing time is shortened.
2. Construction Manager will advise Contractor when a submittal being processed will be delayed for coordination.
3. Owner will not extend Total Contract Time because of Contractor's failure to transmit submittals to the Construction Manager sufficiently in advance of the affected portion of Work.

E. Submittal Preparation: Mark each submittal with a permanent label for identification. Provide the following information on the label for proper processing and recording of the submittal:

1. Project name.
2. Date.
3. Name and address of Contractor.
4. Name and address of Subcontractor.
5. Name and address of supplier.
6. Name of manufacturer.
7. Number and title of corresponding Specification Section(s).
8. Drawing number and detail references, as appropriate.
9. Similar definitive information as necessary.
10. Stamp each piece of literature or drawing being submitted. A stamp impression on a separate sheet is not permitted. After Contract Award, the Construction Manager will provide further instructions for the stamp's format and contents.

F. Submittal Transmittal:

1. Appropriately package each submittal for transmittal and handling. Include a transmittal form with each hard copy or electronic file submittal from Contractor to Construction Manager. Submittals received from sources other than Contractor will be returned to Contractor without action.

2. Format of transmittal form shall be approved by the Construction Manager.
3. On the transmittal form, record relevant information, any requests for data, as well as any deviations from the requirements of the Contract Documents, including minor variations and limitations.

1.3 SPECIFIC SUBMITTAL REQUIREMENTS

- A. General: Comply with requirements specified herein for each type of submittal, as well as any additional specific submittal requirements for individual units of work specified in the applicable Specification Section.
- B. Provide special notation of dimensions established by field measurement. Highlight, encircle, and otherwise indicate deviations from Contract Documents. Construction Manager and Architect will not review shop drawings having incomplete dimensions. Construction Manager and Architect will not review or verify accuracy of field dimensions.
- D. Inspection, Testing, and Certification Reports:
 1. Classify each inspection and test report as being either shop drawings or product data, depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production.
 2. Process inspection and test reports accordingly.
- E. Warranties:
 1. Refer to Section 014000 for general and specific requirements for warranties, product bonds, workmanship bonds, and maintenance agreements.
 2. In addition to copies desired for Contractor's use, furnish five (5) executed copies of warranties, bonds, or agreements. Provide additional copies of warranties for Operations & Maintenance Manuals.
- F. Survey Data: Refer to Section 017700 and individual Sections for general and specific requirements on property surveys, field measurements, quantitative records of actual work, damage surveys, and similar data required by individual Sections of these Specifications.

1.4 SUBMITTAL ACTION MARKINGS

- A. Interpret the action marking of the Architect or Engineer on returned submittals as follows:
 1. NO EXCEPTIONS NOTED, or other similar wording:

No corrections; proceed with the work.

2. EXCEPTIONS NOTED, or other similar wording:

Do not fabricate or furnish items noted for correction without correcting noted discrepancies. Resubmittal is not required for approval, but resubmittal is required for the Owner's records for as-built documentation.

3. EXCEPTIONS NOTED, REVISE AND RESUBMIT, or other similar wording:

Submittal is rejected as not in accordance with Contract requirements, or for other justified cause. Correct deficiencies and resubmit for further review.

1.5 ADDITIONAL SUBMITTALS

- A. Permits, Licenses and Certificates: For the Owner's records, submit to Construction Manager copies of permits, licenses, certificates, inspection reports, releases, jurisdiction settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations which bear on the Work.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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.
 - 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	
Sitework / Site Utilities	Yellow	
Steel	Dark Blue	
Concrete / Foundations	Green	
Roofing	Purple	



Hilltop Lot (ITB #020-25)

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Aluminum & Glass	White	
Framing & Drywall	Light Blue	
Flooring	Maroon	
Fire Protection	Pink	
Plumbing	Blue	
HVAC	Silver	
Electric	Red	
Telecommunications	Orange	
Painting	Black	
Casework / Millwork	Teal	

END OF SECTION 01 35 43



SECTION 014000

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Required inspection and testing services to assist in the determination of compliance of the Work with specified or indicated requirements. Required services do not relieve Contractor of the responsibility to comply with Contract Documents.
- B. Quality control services include inspections, tests, and related actions, including reports performed by independent agencies and governing authorities.
- C. Specific quality control requirements for individual units of work are in those Specifications Sections.
- D. Inspections, tests, and related actions specified in Contract Documents are not intended to limit Contractor's quality control procedures which facilitate overall compliance with Contract Document requirements.
- E. Requirements for Contractor to provide quality control services required by the Owner, governing authorities, or other authorized entities are not limited by provisions of this Section.
- F. Replace rejected work at no additional cost to the Owner and without extension to Total Contract Time.

1.2 RESPONSIBILITIES

- A. Contractor Responsibilities:
 - 1. All inspections, tests, and similar quality control services are Contractor's responsibility, except where specifically indicated as being the Owner's responsibility, or where specifically indicated as the responsibility of another agency or organization.
 - 2. Costs for quality control services that are the Contractor's responsibility which are specified to be performed by an independent lab or agency (not directly by Contractor) shall be included in the Base Bid.
 - 3. Where services are specified to be performed by an independent lab or agency, Contractor shall employ and pay an independent agency, testing laboratory, or other qualified firm that is approved by the Owner.
- B. Owner Responsibilities:

1. Owner will pay for quality control testing associated with geotechnical testing and inspection, unless noted otherwise.
 2. Owner will employ and pay for the services of an independent agency, testing laboratory, or other qualified firm to perform services which are the Owner's responsibility.
- C. Retest Responsibility:
1. When results of required inspections, tests, or similar services indicate non-complying Work, subsequent tests are Contractor's responsibility.
 2. Testing of revised and replaced work is Contractor's responsibility.
- D. Responsibility for Associated Services:
1. Cooperate with independent agencies performing required inspections, tests, and similar services by providing auxiliary services listed in this paragraph.
 - a. Provide access.
 - b. Take samples or assist with taking samples.
 - c. Deliver samples to test laboratories.
 - d. Secure and protect samples and test equipment at the Project Site.
 2. Provide other auxiliary services as are reasonably requested.
- E. Coordination:
1. Coordinate the sequence of inspections, tests, and similar services to accommodate those required services with a minimum of delay in progress of the Work. Coordinate to avoid removing and replacing work to accommodate inspections and tests. Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities, whether the services are the Owner's or Contractor's responsibility.
 2. If the laws, ordinances, rules, regulations, or order of public authorities having jurisdiction require work to be inspected, tested, or approved, notify the Construction Manager in advance so the Construction Manager may observe inspection, testing, or approval.
- F. Special Tests:
1. Owner may require Contractor to perform special test(s) on installed materials or equipment to verify conformance to Specifications.

2. Owner will pay for test(s) where materials or equipment meet or exceed specified requirements. If tested item(s) fail to meet requirements, Contractor is responsible for costs of the test(s) and to make corrections at no cost to the Owner.

1.3 QUALITY ASSURANCE

A. Qualification for Service Agencies:

1. Except as otherwise indicated, engage inspection and test service agencies, including independent testing laboratories, which are prequalified as complying with *Recommended Requirements for Independent Laboratory Qualification* by the American Council of Independent Laboratories, and which are recognized in the industry as specialized in the types of inspections and tests to be performed.
2. Contractor's testing agencies are subject to approval by the Owner.

B. Codes and Standards: Perform required testing in accordance with applicable codes and regulations and with standards indicated in the Specifications Sections.

1.4 SUBMITTALS

A. General:

1. Refer to Section 013323 for general submittal requirements and Section 017700 for close-out requirements. Refer to individual Specification Sections for specific requirements.
2. Electronically distribute certified, written reports of each inspection, test, or similar service directly to:
 - a. Construction Manager. Submit up to 2 hard copies, if requested by the Construction Manager.
 - b. Electronically distribute copies of each written report directly to the governing authority, Owner, Architect, and/or Engineer, if the Owner or Construction Manager so directs.

B. Report Data: Written reports of each inspection, test, or similar service shall include, but are not limited to:

1. Name of testing agency or test laboratory.
2. Dates and detailed description of exact location(s) of where samples were taken or where tests or inspections were performed.

3. Names of individuals making the inspection or test.
 4. Designation of the work and test method.
 5. Complete inspection or test data.
 6. Test results.
 7. Interpretations of test results.
 8. Notation of significant ambient conditions at the time of sample taking and testing.
 9. Comments or professional opinion of whether inspected or tested work complies with the requirements of Contract Documents.
 10. Recommendations on retesting, if applicable.
- C. The Contractor is responsible for notifying the testing agency or laboratory of the requirements of this Section.

1.5 REPAIR AND PROTECTION

- A. General:
1. After completing inspection, testing, sample-taking and similar services, repair damaged Work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes.
 2. Protect Work exposed by quality control service activities. Protect repaired Work.
 3. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

1.6 GUARANTEES, WARRANTIES AND BONDS

- A. Warrant the Work for one (1) year, starting with date of Substantial Completion for the Contract, unless the requirements herein are superseded by more stringent requirements in individual technical Specification Sections.
- B. Should defects develop in the Work within the specified period due to faulty materials or workmanship, correct the Work to conform to Contract Documents. Execute repairs and corrective work, including cost of making good other work damaged or otherwise affected by making repairs, without extra charge to Owner and within 5 calendar days after written notice by the Owner or Construction Manager. On parts of the Work corrected under the Warranty, extend the warranty period for the corrected parts for one year from the date of correction.

- C. Submit five (5) copies of warranties, guarantees, and bonds. Show the name and location of the Project and the name of the Owner (County of Hamilton). Owner shall have the right to assign warranties, guarantees, and bonds in whole or in part to end-users as designated by the Owner.
- D. Delivery of warranties, guarantees, and bonds does not relieve Contractor of obligations of the Contract.

1.7 FORM OF WARRANTY

- A. Warranty period on equipment, labor, and materials shall be the manufacturer's standard, or as specified in the Specifications Sections, but not less than required by paragraph 1.6.A this Section.
- B. Furnish specified written warranties with the request for inspection for Certificate of Substantial Completion. Submit warranties on Contractor's letterhead. Include one warranty for each separate Contractor and Subcontractor scope or unit of work, signed jointly by Contractor and Subcontractor or supplier.
- C. Form of warranty is as follows (form of warranty not written as follows is cause for its rejection):

(Form of Warranty is on the following page.)

Hilltop Lot (ITB #020-25)
BP #1 – Demolition
February 28, 2025
THP #25041.00

WARRANTY

Name of Project: _____

Scope of Work: _____

We warrant the Work to be in accordance with the Contract Documents. We will correct the parts of the Work not in conformance with the Contract Documents, or that becomes, or is found to be defective, within one year after the Date of Substantial Completion. We will bear the cost of making good the damage caused by the defective Work, including damage caused by its correction or removal, to the Owner's property or to property for which the Owner is liable. This warranty does not apply to Work which has been abused, neglected, or altered by others. The warranty period begins at 12:00 Noon on the Date of Substantial Completion.

Substantial Completion Date: _____ (*)

Signed by:

Contractor: _____

Subcontractor/Supplier: _____

* (Obtain this date from the Owner before completing the warranty form. Insert the date on the indicated line. Do not type this instruction on the Warranty Form.)

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01 40 01 – QUALITY PROGRAM

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for a Subcontractor Quality Program required to verify compliance with the Contractor Quality Program, including Quality Observation Process. These services do not relieve the Subcontractor of responsibility for compliance with the Contract Document requirements.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.3 DEFINITIONS

- A. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect or Contractor.
- B. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- C. Contractor: The team in charge of supervising the construction phase of the project.
- D. QOR: Quality Observation Report
- E. QR: Quality Representative – The QR should be proficient in their field of work, capable of identifying issues in advance, capable of verifying submitted materials match the contract documents and coincide with materials delivered to the jobsite, and the ability to perform quality control audits and document their findings on a daily basis. The QR must be someone who is onsite full time and has the authority to make decisions in the field.
- F. Autodesk Build: Inspection/observation software.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer documentation of uncertainties to Architect for decision prior to proceeding.

1.5 SUBMITTALS

- A. Quality Plan: Submit a Quality plan for this project. This plan will outline all aspects of the Subcontractor's duties with regard to the quality on the project. Including the following:
1. How Subcontractor plans to manage quality on the Project.
 2. Control of Documentation.
 3. Material receiving and storage.
 4. Fabrication/construction methods.
 5. General quality checking procedures during fabrication/construction activities.
 6. Specific procedures for documentation of formal testing.
 7. Quality checking forms and records to be utilized.
 8. Quality audits of Subcontractors during prequalification and prior to acceptance.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
1. Specification Section number and title.
 2. Description of test and inspection.
 3. Identification of applicable standards.
 4. Identification of test and inspection methods.
 5. Number of tests and inspections required.
 6. Time schedule or time span for tests and inspections.
 7. Entity responsible for performing tests and inspections.
 8. Requirements for obtaining samples.
 9. Unique characteristics of each quality-control service.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specifications Sections specify additional requirements.
- B. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

- E. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- F. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- G. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.

1.7 QUALITY CONTROL

- A. Subcontractor Responsibilities: In addition to responsibilities outlined in 01 40 00 – Quality Requirements each Subcontractor must provide the following:
 - 1. Attend and contribute to the weekly Quality meeting as part of WWP meeting.
 - 2. Appoint a Quality Representative as part of the construction team who will be the point of contact for all quality and turnover issues. This representative must have an email address.
 - a. This representative or representatives shall be submitted to the Contractor in list format with all contact information included.
 - 3. Identify and resolve QOR's in a timely manner. The maximum time allowed for each QOR is as follows
 - a. 7 calendar days for items through the first 50% of the project schedule.
 - b. 5 calendar days for items from 50% through 75% of the project schedule.
 - c. 3 calendar days for items from 75% through 90% of the project schedule.
 - d. 1 calendar day for items from 90% through 100% of the project schedule.
 - 4. Provide suitably qualified designated QR Inspectors.
 - 5. Maintain accurate records of inspections and turnover issues.
 - 6. Submit inspection records for all areas of their unique scope of work, including final reports.
 - 7. Maintain a register of non-conformance reports issued to suppliers/subcontractors and issued from the Contractor.
 - 8. Verify that defects discovered in the work performed by the Subcontractors are identified utilizing the QOR process and adequate corrective actions are to be planned with the Subcontractor's Superintendents and approved by the Contractor prior to their implementation.
 - 9. Cooperate with the Contractor in coordination and execution of the Quality Program including preparatory meetings, initial inspections, follow-up inspections, mock-ups, quality coordination meetings, etc.

10. Participate by using Autodesk Build Software. All construction quality issues will be entered, tracked and closed using Autodesk Build. Training will be provided by the Contractor. Software Licenses will be provided to the Subcontractor by the Contractor.
11. Adequate internet access is required for each Subcontractor and is to be accessed by each Subcontractor. Coordination with the Contractor may be acceptable depending upon conditions in the field.
12. Each Subcontractor is required to provide a minimum of one (1) Tablet device from supported devices list available at

<https://knowledge.autodesk.com/support/bim-360/learn-explore/caas/CloudHelp/cloudhelp/ENU/Docs-About-ACC/files/System-Requirements-html.html>

Device will be located on site at all times at the cost of each Subcontractor. This tablet will be required to have the Autodesk Build mobile application downloaded and utilized for QOR processes. Each Subcontractor is strongly encouraged to have a laptop computer in addition to Tablet with printing capability.

13. All QOR's submitted are required to be electronically through the Autodesk Build system. All other forms will not be accepted by the Contractor.
14. All construction quality issues entered using Autodesk Build will require photographic evidence of completion from the Subcontractor. If such evidence is not attached to each individual issue in the system by the Subcontractor the said issues is not considered complete until re-inspection can be performed by the Contractor or issue creating party.
 - a. Each photo must include recognizable features clarifying the location accurately corresponds with the issue it is attached with.
15. Implement the Owner's Quality Program requirements accordingly.

B. Contractor Responsibilities: Contractor will provide the following:

1. Appoint a Quality Representative as part of the construction team who will be the Contractor's point of contact for all quality and turnover issues.
2. Conduct weekly quality meetings as part of the WWP meeting.
3. Conduct project inspections.
 - a. Maintain Records of inspections.
 - b. Identify and resolve QOR's in a timely manner.
4. Report defects to the Subcontractor.
5. Record defects: Log and track items through completion of corrections in Autodesk Build.
 - a. Maintain a register of non-conformance reports issues to the Subcontractor.
 - b. Verify that defects discovered in the work performed by the Subcontractors occurring systematically are identified utilizing the QOR process and adequate corrective actions are approved prior to their implementation.
6. Document changes: Log and track modifications to the Contract Documents.
7. Answer tech questions and provide additional training regarding Autodesk Build.

1.8 QUALITY OBSERVATION REPORTS

- A. Quality Observation Reports (QOR) will be utilized to report discrepancies in performance or Work as follows:

1. Monitoring Phase: Ongoing monitoring of the construction activities by the Contractor, A/E, Special Inspections, Owner and Subcontractor.
 2. Reporting Phase: Quality Observation Report will be distributed daily via email consisting of the following:
 - a. Date and time of observation
 - b. Area and location of the observation
 - c. Observers name and company
 - d. Description of the observation
 - 1) Photo and or floor plan will also be attached for clarity if necessary.
 3. Assessment and Recording Phase: QOR will be assessed by the Subcontractor to determine the following:
 - a. Whether observation is deviation from the Contract Documents.
 - b. The observation warrants being placed on the QOR database.
 4. Database Maintenance: Quality observations shall be logged on Autodesk Build by QOR Administrator
 - a. A unique identification number will be allocated to be the observation by Autodesk Build.
 - b. The Subcontractor responsible for the resolution of the issue will be assigned.
 - c. A target closeout date will be assigned.
 - d. The assigned Subcontractor will be issued the QOR for action.
 5. Resolution Phase: Subcontractor shall take action to rectify the issue.
 - a. Notify QOR Administrator in Autodesk Build when the Subcontractor has deemed that the issue has been rectified via photo upload and provided corrective action details via comments feature.
 - b. The QA/QC Team leader and or representative will view photo or re-inspect and determine if the issue has been satisfactory resolved.
 - c. If the issue has been resolved, the database will be updated to show the items as closed.
 6. Disputed Resolution: QOR items that cannot be satisfactorily closed will be resolved by formal meeting with Subcontractor and Contractor to develop a plan to close issues in a manner that will prevent delays in the project schedule.
- B. QOR Database Management (Autodesk Build): Quality Observation Report Database will be administered by the Contractor. The Subcontractor will interact with Autodesk Build to enter, receive, and close QOR's. The database will track and report on such items as:
1. QOR's by Subcontractor / Supplier.
 2. QOR's by Area / System.
 3. Status of each QOR.
 4. Originator.
 5. Description of Quality Observation.
 6. Description of Action required to close QOR.

1.9 QUALIFICATIONS AND TRAINING

- A. Qualifications: Subcontractor shall insure that all employees, subcontract employees, and third party employees are suitably qualified to execute the work they are tasked to do.
1. Subcontractors Quality Plan shall indicate what work activities need to have qualified personnel.

2. The Subcontractor shall insure that there is a file maintained for all persons that require qualifications incorporating current curriculum vitae with such qualifications.
 3. Qualifications must be current, including where periodic re-certification is required.
 4. Maintain all records on site, available for audit by the Contractor.
 5. If non-conformities are found, the Subcontractor shall carry out all the necessary reworks and shall obtain the conformity to the specified requirements as well as subsequent tests.
- B. Training: Contractor QA/QC Team Leader shall ensure that all relevant Subcontractor personnel are trained in the requirements of this plan. Training shall be performed over the duration of the project execution.
1. Provide training to all relevant Owner, Architect, Engineer and Subcontractor personnel in the implementation of the QOR process and all other procedures outlined in this plan.
 2. Provide Autodesk Build training to all parties
 3. Maintain records for all training.
 4. In conjunction with training sessions, review quality system documents and revised or update to reflect comments promoting improvement.
- C. Coordination: Coordinate sequence of activities to accommodate required quality assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

END OF SECTION 01 40 01

SECTION 014216

DEFINITIONS, STANDARDS, AND REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. General:

This Section provides definitions and specifies procedural and administrative requirements for compliance with governing regulations and the codes and standards imposed upon the Work. Requirements include obtaining permits, licenses, inspections, releases, and similar documentation, as well as payments, statements, and similar requirements associated with regulations, codes, and standards.

1.2 DEFINITIONS

A. General Explanation:

Definitions and explanations contained in this Section are not necessarily complete or exclusive; they are general for the Work, to the extent they are not stated more explicitly in another element of the Contract Documents. More detailed definitions may be included elsewhere in the Specifications and on the Drawings.

B. Approve:

Where used in conjunction with the Owner's response to submittals, requests, applications, inquiries, reports, and claims by Contractor, the meaning of the word "approved" is held to the limitations of the Owner's responsibilities. "Approval" by the Owner does not release the Contractor from the responsibility to fulfill the requirements of the Contract Documents.

C. Architect or Engineer: THP Limited Inc.

D. Base Contract:

"Base Contract" means the original contract between the Contractor and the Owner for this project. "Base Contract" includes the parts of the Work therein, including any Alternates and Unit Prices accepted by the Owner at the time of Contract Award.

E. Bid Submission Document:

Document or form that must be completed and submitted with the Bid. These documents and forms are typically identified in Section 001000 by a box across

the top of the first page of the document or form.

F. City: The City of Cincinnati, Ohio.

G. Construction Manager: Messer Construction Co./MBJ Consultants Inc.

H. County: The County of Hamilton, or its authorized agent.

I. Completion, Final:

“Final Completion” refers to the degree of completion at which time the Project, as a whole, is turned over for full use to the Owner and the Work is completed in compliance with the Contract Documents.

J. Completion, Substantial:

“Substantial Completion” means the date of the “Certificate of Substantial Completion” issued by the Owner when construction is sufficiently complete in accordance with the Contract Documents so the Owner may occupy the Work or a portion of the Work for the intended use.

K. Conditions of the Contract:

General Conditions, and the Drawings and Specifications (including Division 01), Addenda, Clarifications, Change Orders, and Field Orders issued as part of the Work.

L. Construction Documents:

“Construction Documents” means the Drawings, Project Manual (including Division 01), Addenda, Clarifications, Change Orders, Field Orders, and related documents that address the Work.

M. Contractor:

The terms “Contractor” and “Trade Contractor” shall have the same meaning. “Contractor” and “Trade Contractor” are used interchangeably.

N. Contract Documents:

“Contract Documents” has the identical meaning as “Conditions of the Contract”.

O. Contract Time, Total:

“Contract Time” has the identical meaning as “Total Contract Time”.

P. Day(s):

Except where stated as meaning business day(s), “day(s)” mean(s) calendar

day(s).

Q. Development Manager: Not applicable to this project.

R. Directed, Requested, Approved, etc.:

Terms “directed”, “requested”, “authorized”, “approved”, “required”, “accepted”, and “permitted” mean “directed by the Owner”, “requested by the Owner”, and similar phrases. Phrases' meanings do not expand the Owner's responsibility into the Contractor's areas of construction supervision and safety.

S. Furnish:

“Furnish” means to supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

T. Indicated:

“Indicated” is a cross-reference to graphic representations, notes or schedules on Drawings, to other paragraphs or schedules in the Specification, and to similar means of recording requirements in the Contract Documents. Where “shown”, “noted”, “scheduled” and “specified” are used in lieu of “indicated”, it is for the purpose of helping the reader of the Drawings and Specifications locate the cross-reference. “Indicated” does not imply limitation of location except as specifically noted.

U. Install:

“Install” describes operations at the project site, including unloading, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations, as applicable in each instance.

V. Installer:

“Installer” is the entity engaged by a Contractor, Subcontractor, or sub-Subcontractor for performance of a particular unit of work for the project, including installation, erection, application, and similar required operations. It is a general requirement that the entities be expert in the operations they are engaged to perform.

W. Manufacturer's Recommendations:

“Manufacturer's recommendations”, and variations thereon, means manufacturer's recommendations found in publications commonly available to and used by the architectural and engineering professions.

X. Project Site:

“Project Site” is the space available to the Contractor; and refers to the area where the Contractor performs the on-site Work.

Y. Provide:

“Provide” means furnish and install, complete and ready for the intended use.

Z. Regulations:

“Regulations” includes laws, statutes, ordinances, and lawful orders issued by governing authorities; and the rules, conventions, and agreements within the construction industry which control the performance of the Work, regardless of whether or not they are lawfully imposed by governing authority.

AA. Remove:

"Remove" means to remove and legally dispose of indicated items off-site.

BB. Total Contract Time:

“Total Contract Time” is the time period allotted for the Work, subject to limitations described in the Contract Documents.

1.3 INDUSTRY STANDARDS

A. General Applicability of Standards:

1. Except to the extent that more explicit or more stringent requirements are in the Contract Documents, applicable standards of the construction industry referenced in the Contract Documents have the same force and effect as if bound directly into the Contract Documents (i.e. are made a part of the Contract Documents by reference).
2. Refer to Contract Documents for resolution of overlapping and conflicting requirements that result from the application of several different industry standards to the same unit of work.
3. Refer to individual unit of work Sections for specialized codes and standards the Contractor must keep at the project site available for reference by the Owner.
4. Referenced standards (referenced directly in the Contract Documents or by governing regulations) have precedence over non-referenced standards which are recognized in the industry and which may be applicable to the Work.
5. Non-referenced standards recognized in the construction industry, except as otherwise limited in the Contract Documents, are applicable to the

Work, and will be enforced for the performance of the Work. Owner will determine if an industry code or standard is applicable to the Work, or which of several standards are applicable to the Work.

B. Publication Dates:

Except as otherwise indicated, where compliance with an industry standard is required, comply with the standard in effect as of the date of the Construction Documents.

C. Copies of Standards:

1. A requirement of the Contract Documents is that each entity performing work be experienced in that part of the Work being performed, and that the entities be familiar with recognized industry standards applicable to the Contractor's parts of the Work. Copies of applicable standards are not bound with the Contract Documents.
2. Where copies of standards are needed for proper performance of the Work, obtain copies directly from the source.
3. Though certain copies of standards needed for enforcement of the requirements may be required submittals, the Owner reserves the right to require the Contractor to submit other copies of the standards as necessary for enforcement of the requirements.

D. Failure to be informed of the requirements of standard specifications is not cause for additional compensation.

E. In case of conflict between the published standard and Project Specifications, the more stringent governs.

F. Where applicable, Construction Document references to technical societies, organizations, and other construction entities is in accordance with the following abbreviations:

AIA..... American Institute of Architects
ACI..... American Concrete Institute
AIEE..... American Institute of Electrical Engineers
AISC American Institute of Steel Construction
AISI..... American Iron and Steel Institute
ANSI..... American National Standards Institute
ASHRAE American Society of Heating, Refrigeration and
..... Air-Conditioning Engineers
ASME American Society of Mechanical Engineers
ASRE American Society of Refrigeration Engineers
ASTM American Society of Testing Materials
AASHTO American Association of State Highway
& Transportation Officials

AWSC.....	American Welding Society Code
AWWA	American Water Works Association
CCS	City of Cincinnati Supplement to ODOT
COBC.....	Cincinnati Ohio Building Code
CRSI	Concrete Reinforcing Steel Institute
DOP	City of Cincinnati Department of Purchasing
FS	Federal Specification
IPCEA	Insulated Power Cable Engineers Association
MIL	Military Specification
NBFU.....	National Board of Fire Underwriters
NBS	National Bureau of Standards
NFPA	National Fire Protection Association
NEC	National Electric Code
NEMA.....	National Electric Manufacturers Association
ODOT	Ohio Department of Transportation
SAE	Society of Automotive Engineers
SPR.....	Simplified Practice Recommendation
SSPC	Steel Structures Painting Council
SWRI	Sealant, Waterproofing & Restoration Institute
UL.....	Underwriter's Laboratories

1.4 REGULATORY REQUIREMENTS

- A. Applicable Codes: The “Cincinnati Ohio Building Code” as administered and modified by the Department of Buildings and Inspections, City of Cincinnati, governs the work in addition to other code authorities.
- B. Adherence to Codes and Regulations:
 - 1. Before proceeding with the Work, review Drawings and Specifications for applicable laws, ordinances, rules, and regulations.
 - 2. Comply with the applicable laws, ordinances, rules, and regulations unless notice is given to the City of Cincinnati, Department of Buildings and Inspections, in writing, of the discrepancy before proceeding with the Work.
- C. Requirements of Regulatory Agencies (Permits, etc):
 - 1. Construction Manager will make application and pay for the City of Cincinnati Demolition Permit.
 - 2. Each Contractor and Subcontractor is responsible for obtaining other permits and inspections required for their work by laws, ordinances, rules, and regulations, including final certificates, inspections, etc.

D. Inspections by Governing Agencies:

1. Before covering up work required to be inspected, arrange for inspections and tests of the installation, as required by Governing Authorities and by Specifications.
2. Provide necessary tools, equipment, and personnel to conduct the required tests, and notify the City of Cincinnati, Department of Buildings and Inspections, at least three (3) business days in advance of scheduled inspections and tests.
3. Submit approved certificate of inspection from the Governing Authority to Owner and Construction Manager before request for final payment.

PART 2 MATERIALS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

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 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-01 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 017700

CLOSEOUT PROCEDURES AND SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project requirements to be fulfilled near the end of Contract Time in preparation for final acceptance and occupancy of the Work by the Owner.

1.2 RELATED SECTIONS

- A. Section 007200 - General Conditions.
- B. Section 013300 - Submittals.
- C. Section 014000 - Quality Requirements.
- D. Section 015000 - Construction Facilities and Temporary Controls.
- E. Specific additional requirements for individual units of Work are included in the associated Specifications Sections.

1.3 COORDINATION

- A. Each Contractor and subcontractor shall comply with provisions of this Section.
- B. Subcontractors shall make all submittals and requests specified in this Section to Contractor as required. Contractor shall:
 - 1. Keep a log of all submittals and requests.
 - 2. Review all submittals and requests.
 - 3. Transmit submittals and requests to Construction Manager with a cover letter itemizing all submittals and requests being transmitted along with a statement indicating for each item Contractor's best judgment as to the appropriateness of the submittal or request.

1.4 QUALITY ASSURANCE

- A. Prior to requesting inspection, Contractor shall review Work and confirm that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.5 PREREQUISITES TO SUBSTANTIAL COMPLETION

- A. General: Before requesting inspection for Certificate of Substantial Completion, either for all the Work or for portions of the Work, complete the following items. List known exceptions in the request.
1. Items required for Substantial Completion per Section 007200.
 2. In the progress payment request that coincides with, or is the first request following, the date Substantial Completion is claimed, show either 100% completion for the portion of the Work claimed as substantially complete, or list incomplete items, the value of incomplete work, and the reasons for the incomplete work. Include supporting documents for completion that are required by the Contract Documents. Include a statement showing an accounting of changes to the Contract Sum to date.
 3. Advise the Owner and Construction Manager of pending insurance change-over requirements and provisions for continuing the performance bond through the warranty period.
 4. Submit specific warranties, guarantees, workmanship/maintenance bonds, maintenance agreements, final certifications, and similar documents for those items whose warranties, guarantees, bonds, etc. commence on the date of Substantial Completion.
 5. Discontinue or change over and remove temporary facilities and services from the Project Site, along with construction tools and facilities, and similar elements.
 6. Complete cleaning requirements.
- B. Inspection Procedures:
1. Upon receipt of Contractor's request for inspection, the Construction Manager and Architect will either proceed with inspection or advise the Contractor of unfilled prerequisites.
 2. Following initial inspection, the Construction Manager and Architect will prepare the Certificate of Substantial Completion or will advise Contractor of Work which must be performed before the Certificate can be issued. Construction Manager and Architect will repeat the inspection when requested and when assured that the Work is substantially complete.
 3. Results of the completed inspection will form the initial punch list for final acceptance.

1.6 PREREQUISITES TO FINAL COMPLETION

- A. General: Before requesting final inspection for Certificate of Final Acceptance

and final payment, complete the following items. List known exceptions, if any, in the request.

1. Items required for Final Completion per Section 007200.
2. Submit the final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required. Include an updated final statement accounting for final additional changes to the Contract Sum.
3. Submit a copy of the Construction Manager and Architect's final punch list stating that each item is complete or otherwise resolved for acceptance.
4. Submit consent of Surety.
5. Submit evidence of final, continuing insurance coverage complying with the insurance requirements of the Conditions of the Contract.
6. Submit affidavits as required by the Ohio Mechanics lien law.
7. Submit Prevailing Wage Compliance Certificates.
8. Submit Record Documents, final project photographs, survey(s) and similar final record information.

B. Re-inspection Procedure:

1. Construction Manager and Architect will re-inspect the Work upon receipt of Contractor's notice that the Work, including punch list items resulting from earlier inspections, is complete except for those items whose completion was delayed because of circumstances acceptable to the Owner.
2. Upon completion of re-inspection, the Construction Manager and Architect will either prepare a certificate of final acceptance, or they will advise Contractor of Work that is incomplete or of obligations not fulfilled, but required, for final acceptance.
3. If necessary, the re-inspection procedure will be repeated.

1.7 PROJECT RECORD DOCUMENTS

A. Provide Record Documents in electronic format to the Construction Manager for all aspects of the Project.

1. Show all changes from the Contract Documents made during the Work. Unless noted otherwise, indicate changes in red notations on pdf's of Construction Documents. Make notations in a neat and legible manner on

the pdf's, with additional explanatory drawings or sketches as necessary.

2. Submit Record Documents in electronic formats described in Article 9 of the General Conditions and Section 011100 – Summary of Work.
- B. Record Documents shall be complete and incorporate information from subcontractors. Ensure that Record Documents indicate the following:
1. Correct location of Work items and equipment where it differs from the location shown on Drawings.
 2. Survey information, specifically including existing foundation and utility locations.
 3. Specific items and requirements listed in individual specification Sections.
 4. Other information of a pertinent or useful nature.
- C. Submit the completed set of Record Documents as specified in 1.7.A above, unless noted otherwise within individual specification Sections.
- D. Refer also to individual specification Sections for specific additional requirements for Record Documents.

1.8 GUARANTEES AND WARRANTIES

- A. Before request for inspection for Substantial Completion, submit to the Construction Manager the certificates of guarantee and warranty required by the Specifications.

1.9 CLOSEOUT PROCEDURES

- A. Except as otherwise indicated or requested by the Construction Manager, remove temporary protection devices and facilities installed during the Work to protect existing or previously completed Work.
- B. Comply with safety standards and governing regulations for cleaning operations. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the Project Site and dispose of in a lawful manner. Where extra materials remain after completion of associated work, dispose of these materials as directed by the Construction Manager.

1.10 PROJECT CLOSEOUT SUBMITTAL CHECKLIST

- A. Each Contractor and subcontractor shall submit to Construction Manager its portion of the following documents, as applicable, in accordance with all requirements of the Contract Documents:
1. Project Record Documents (As-Builts).

2. Guarantees, warranties and bonds.
3. Affidavits.
4. Evidence of compliance with requirements of governing authorities as applicable.
5. Release of liens and other related project closeout data, as indicated in General Conditions.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 024100

DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Protection for structures, utilities, and other improvements that are to remain.
- B. Selective demolition of designated construction.
- C. Removal of materials from site.
- D. Salvage and storage of removed materials.
- E. Abandonment of utilities.

1.2 RELATED SECTIONS

- A. Section 310000 - Earthwork.

1.3 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of General Conditions and Section 017700.

1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable laws, ordinances, and the Cincinnati - Ohio Building Code for demolition of structures, safety of adjacent structures, dust control, runoff control, and disposal.
- B. Comply with applicable requirements of NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.
- C. Obtain required permits from Authorities Having Jurisdiction (except for any permits that Construction Manager is responsible for obtaining for the Project – refer to Section 014216).
- D. Notify affected utility companies before starting work and comply with their requirements.
- E. Do not close or obstruct roadways, sidewalks, and hydrants without permits.
- F. Do not close or obstruct egress width to any building or site exit.
- G. Do not disable or disrupt power, utilities, fire, or life safety systems without three

business days prior written notice to Owner and Construction Manager.

- H. Conform to applicable regulatory procedures when discovering hazardous or contaminated materials.
- I. Comply with ODOT Construction and Material Specifications and City of Cincinnati Supplement to ODOT Construction and Material Specifications.

1.5 SEQUENCING

- A. Coordinate work with the Construction Schedule and Construction Manager.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 PREPARATION

- A. Provide, erect, and maintain temporary barriers and security devices at locations indicated and as required by regulatory requirements. Prevent spread of dust, odors, and noise. Refer to Erosion Control Plan for additional information.
- B. Protect existing structures, utilities, landscaping, materials, and appurtenances which are not to be demolished.
- C. Prevent movement or settlement of adjacent structures.
- D. Notify affected utility companies before starting work and comply with their regulations. Locate utilities prior to starting Work.

3.2 DEMOLITION – GENERAL REQUIREMENTS

- A. Conduct demolition to minimize interference with adjacent structures and utilities.
- B. Conduct operations with minimum of interference to public or private accesses. Maintain protected egress and access at all times.
- C. Sprinkle Work with water to minimize dust. Provide water trucks or hoses and water connections for this purpose.
- D. Notify Construction Manager if asbestos-containing materials are encountered during demolition.

3.3 DEMOLITION

- A. Use only procedures that will not damage existing construction to remain.

- B. Do not remove any part of the work that will leave the remaining work unstable.
- C. If deteriorated materials, not intended for removal, are encountered during demolition, stop all work in that area and notify Construction Manager and Owner immediately.
- D. Demolish and remove existing construction only to the extent indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
 - 1. Proceed with demolition systematically.
 - 2. Remove dangerous or unsuitable materials and promptly dispose of off-site.
 - 3. Remove steel structures down to top of concrete foundations. Fully expose tops of foundations and document extents of foundations for record documents.
 - 4. Backfill from top of foundation to grade level, or as directed by Construction Manager.
 - 5. Remove and dispose of demolished items and materials from site, frequently and promptly. On-site storage or sale of removed items is prohibited.
- E. Do not burn or bury materials on site. Leave site in clean condition.
- F. Remove temporary work.

3.4 SURVEY AND DOCUMENTATION OF CONDITIONS

- A. Provide the services of a professional surveyor registered in the State of Ohio. As Work progresses, and before excavations are backfilled, surveyor shall survey and record on Record Drawings the location, elevation, orientation, and size of:
 - 1. Existing foundations that are to remain.
 - 2. Utilities, manholes, and catch basins encountered.
 - 3. At ends of removed utilities, where a portion of the existing utility is to remain, survey location, size, and depth/invert of the utility.
 - 4. Other features encountered and requested to be recorded by the Construction Manager, Architect, or Owner.

3.5 ABANDONMENT OF UTILITIES

- A. At ends of removed utilities, where a portion of the existing utility is to remain: fill, cap, seal, and abandon utility in accordance with Utility's requirements and recommendations.

END OF SECTION

SECTION 310000

EARTHWORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Protection for structures, pavements, utilities, excavations, and other improvements that are to remain.
- B. Excavating and backfilling of holes and trenches left from removal of structures, miscellaneous foundations, underground utilities, underground constructions, and other demolished items.
- C. Undercutting and replacement of unacceptable existing in-place materials.
- D. Dewatering of excavated and backfilled areas.
- E. Removal and disposal of excess material.
- F. Erosion control measures.

1.2 RELATED SECTIONS

- A. Section 024100 –Demolition.

1.3 REFERENCES

- A. ASTM (American Society for Testing and Materials) D698, Standard Proctor Method for density and moisture control.
- B. ASTM D2487, Unified Soil Classification System.
- C. Other specified ASTM standards.
- D. Where specified, comply with the indicated items of the current issue of the State of Ohio Department of Transportation (ODOT) Construction and Material Specifications, ODOT Supplemental Specifications (CMS), and the current issue of the City of Cincinnati Supplement to the ODOT Construction and Material Specifications. The “Method of Measurement” and “Basis of Payment” of these specifications shall not apply. All references in the ODOT CMS to the ODOT general provisions shall be superceded by the Project Manual.
- E. Occupational Safety and Health Administration, OSHA.

F. Cincinnati - Ohio Building Code.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Comply with applicable laws, ordinances, and the Cincinnati - Ohio Building Code.

B. Soil Testing and Inspection: Owner will provide services of a Geotechnical Testing Laboratory to perform lab and field testing and inspection in accordance with General Conditions including the following:

1. Inspection and approval of all borrow materials and excavated material to be used as fill and backfill.

2. Inspection, testing, and approval of subgrades for backfills and fills.

3. Testing and approval of compaction for all fills and backfills at a frequency of every 30 cubic yards placed or more frequently if directed by Construction Manager.

4. Submit reports of all inspections, tests, and approvals in accordance with General Conditions and Section 014000.

5. Identify and measure quantities of existing unsuitable material to be undercut.

6. At completion of earthwork, submit Certification, signed jointly by Contractor and earthwork subcontractor, that all earthwork requiring inspection and testing complies with requirements of these Specifications.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Schedule and coordinate delivery and removal of material. No stockpiling will be permitted on site, except as indicated on Drawings or as directed by Construction Manager.

1.6 PROJECT CONDITIONS

A. Undertake earthwork operations only when weather conditions permit compliance with the referenced standards and Contract Documents.

1.7 SEQUENCING AND SCHEDULING

A. Coordinate earthwork with work of related Sections.

PART 2 PRODUCTS

2.1 BACKFILL AND FILL

- A. Use only materials approved by the Geotechnical Testing Laboratory. Use only materials that have been conditioned to within plus 3% or minus 2% of optimum moisture content range.
- B. Excavated material may be reused if stockpiled, conditioned, and backfilled in accordance with these Specifications and with the approval of the Geotechnical Testing Laboratory.
- C. Granular subbase material: ODOT 304.02 and ODOT 703.17.
- D. Cohesive subgrade soils where noted and specified on the drawings. Material to be approved by the Geotechnical Testing Laboratory.
- E. Backfill material placed against below-grade foundation walls and retaining walls to be free-draining, clean, granular material with a maximum of 5% by weight passing the No. 200 sieve, and approved by the Geotechnical Testing Laboratory.
- F. Utility Trench Backfill:
 - 1. Under non-pavement areas: Free-draining, clean, granular material, capped with 18 inches of cohesive fill.
 - 2. Under pavement and slab-on-grade areas: Comply with paragraph 2.1.A above.
- G. Material shall be readily suitable for compaction with the moisture content within optimum range. Conform to ODOT 203.07 .
- H. Unsuitable Material: Do not use the following material for fill or backfill.
 - 1. Frozen, excessively wet, organic, or deleterious material.
 - 2. Material containing rocks or stones larger than 4 inches in any dimension.
 - 3. Material containing debris or waste.
 - 4. Material classified as ML, OL, CL/CH, CH, MH, OH or PT.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine areas and conditions under which earthwork is to be performed. Notify Construction Manager of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory

conditions have been corrected in an acceptable manner.

- B. Starting of work constitutes acceptance of substrates.

3.2 PROTECTION

- A. Protect reference points, existing structures, sidewalks, paving, curbs, and other improvements to remain against damage during earthwork operations.
- B. Provide shoring, bracing, sheet piling, underpinning and other methods as needed to prevent cave-ins and other unplanned displacement of earth, for safe execution of the work, and for protection of persons and property.
- C. Design and install retention systems for all excavations with slopes greater than 1:1 (one to one).
- D. Protect bottoms of excavations and soil around and beneath foundations from frost.
- E. Water Removal:
 - 1. Grade around excavations to prevent accumulation of surface runoff.
 - 2. Provide and operate equipment to keep construction areas free of subsurface, surface, and storm water.
 - 3. Dispose of water as directed so construction and storage areas, streets, drives, and other surfaces are not flooded.
 - 4. Contractor shall be responsible for rodding, routing, and flushing clean existing sewers, catch basins, and manholes at no cost to the Owner if erosion from stockpiled excavated materials or unprotected disturbed areas obstructs drainage, at any time during the Work.
- F. Provide barricades and protection required by law for all open excavations occurring as part of this work.
- G. Existing Utilities: REFER TO ADDITIONAL NOTES ON DRAWINGS.
 - 1. Locate and verify existing underground utilities in areas of work before excavating. If utilities are to remain in place, provide adequate protection during earthwork operations.
 - 2. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the Owner and Construction Manager immediately for direction. Cooperate with the Owner and utility companies in keeping services and facilities in operation. Repair utilities damaged by neglect of Contractor, to the satisfaction of utility owner.

3. Do not interrupt existing utilities except when permitted in writing and then only after acceptable temporary utility services have been arranged.
4. Do not remove utilities that must be removed with excavations until they have been properly disconnected and capped.

H. Erosion Control:

1. Provide silt fences, seeding, and sodding as required to keep all driveways, roads, and sidewalks clean and clear of runoff debris. Refer to additional notes on Drawings.
2. Periodically replace damaged or disturbed erosion control materials and clean off driveways, roads, and sidewalks with water, as directed by the Construction Manager or Owner.

3.3 EXCAVATION

A. General Excavation:

1. Excavation is unclassified and includes excavation to the elevations shown or described, regardless of character of materials or obstructions encountered.
2. Conform to elevations, grades, and dimensions shown with a tolerance of plus or minus 0.10 foot.
3. Do not allow water to accumulate in excavations. Remove water before it causes soil changes detrimental to stability of sub-grades. Provide and maintain pumps, sumps, suction and discharge lines, and other dewatering system components necessary to convey water from excavation. Comply with ODOT 203.04(A).
4. Unauthorized excavation consists of removal of materials beyond indicated elevations or dimensions without specific direction of Construction Manager or Geotechnical Testing Laboratory.
5. Excavate unsatisfactory soil materials encountered that extend below required elevations to additional depth directed by Geotechnical Testing Laboratory. Removal of material softened by moisture and water will not be considered as a change in the Work.
6. Stockpile satisfactory excavated materials only as directed and approved by Construction Manager and Geotechnical Testing Laboratory. Place, grade, and shape stockpiles for proper drainage. Locate and retain material away from edge of excavations. Provide erosion control measures to retain stockpiles. Legally dispose of excess and unsatisfactory excavated materials.
7. Use of explosives is prohibited.

- B. Stability: Slope sides of excavation to comply with requirements of governing authorities and the following requirements, whichever are more restrictive. Shore and brace where sloping is not performed.
 - 1. Temporary excavation slopes for excavations less than 8 feet in depth in stiff cohesive soils: No greater (steeper) than 1.0 horizontal to 1.0 vertical.
 - 2. Temporary excavation slopes in granular soils: No greater (steeper) than 1.5 horizontal to 1.0 vertical.
 - 3. Flatten slopes where top of excavation is surcharged and/or during wet conditions.
 - 4. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
 - 5. Provide trench shoring and bracing as required and in accordance with local codes and authorities having jurisdiction.
 - 6. Excavations to be constantly observed by Contractor for signs of yielding and potential failures or "cave-ins".

3.4 SUBGRADE PREPARATION

- A. Following excavation, prepare subgrade with equipment capable of obtaining compaction densities of 98% maximum dry density, as determined by Standard Proctor Method ASTM D-698.
- B. Undercut any soft or yielding areas as directed by Geotechnical Testing Laboratory.

3.5 BACKFILL AND FILL

- A. General: Use only approved on-site soils (per paragraph 2.1 above) or approved borrow material. Do not use frozen soils or soils not approved by Geotechnical Testing Laboratory.
- B. Backfill: Backfill excavations as promptly as work permits, but not until completion of the following:
 - 1. Survey of existing foundations and utilities to remain; refer to Sections 024100.
 - 2. Removal of shoring and bracing, and filling of voids with satisfactory materials.
 - 3. Removal of trash and debris.
 - 4. Ground Surface Preparation:

- a. Remove debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Bottom of excavations shall be cleaned of loose, soft, or wetted materials.

C. Placement and Compaction:

1. Place backfill and fill materials in layers not more than 8" in loose depth. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content. Compact each layer of fill to required percentage of maximum density. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Place backfill and fill materials evenly adjacent to structures, to required elevations. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around structure to approximately same elevation in each lift.
 3. Compact all backfill and fill lifts to not less than 98% of Standard Proctor Method maximum dry density (ASTM D-698).
 4. Moisture Control:
 - a. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, in a manner that prevents free water appearing on surface during, or subsequent to, compaction operations.
 - b. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing, or pulverizing until moisture content is reduced to satisfactory value, as determined by moisture-density relation tests.
- D. Dewatering: Maintain surfaces of backfills and fills properly compacted and drained at all times to prevent surface water penetration and deterioration and to prevent flooding of excavations and adjacent property.
- E. Protect structures, piping, conduit, utilities, and other existing appurtenances against cracking, crushing, displacement or other damage. Repair damage at no cost to the Owner caused by backfilling or compaction operations.

3.6 GRADING

- A. General: Uniformly grade areas, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

3.7 TOLERANCES

- A. Establish all finish grades within 0.10 ft. of planned elevations.

3.8 FIELD QUALITY CONTROL

- A. Geotechnical Testing Laboratory must inspect and approve subgrade and backfill/fill layers before further construction work is performed thereon.
- B. If based on reports of testing service and inspection, fills or backfills, which have been placed, are below specified density or do not meet moisture control criteria, provide additional compaction and testing at no additional expense. Retesting of such remedial work shall be performed by the Geotechnical Testing Laboratory and paid for by Contractor.

3.9 CLEANING

- A. Legally dispose of all waste materials, trash, and debris off Project Site.

3.10 PROTECTION

- A. Protection of Graded Areas:
 - 1. Protect completed areas from traffic and erosion; keep free of trash and debris.
 - 2. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

END OF SECTION