

THE BANKS
LOT 28 GARAGE & PARK

Bid Package 1 (ITB #100-21)

Garage Foundations & Site Preparation

November 5, 2021

FOR THE BOARD OF COMMISSIONERS
OF HAMILTON COUNTY, OHIO

THP Limited: Architect/Structural Engineer

Michael McInturf Architects: Design Architect

The Kleingers Group: Landscape Architect

DNK Architects: Architect/Code Consultant

Heapy Engineering: MEP/FP Engineer

Burgess & Niple: Civil Engineer

McGill Smith Punshon: Surveyor

Terracon Consultants: Geotechnical Engineer

Messer/MBJ Consultants: Construction Manager

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PROJECT DIRECTORY

Owner – Garage/Park

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

Construction Manager

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

Landscape Architect

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

Geotechnical Engineer

Terracon Consultants, Inc.
611 Lunken Park Drive
Cincinnati, Ohio 45226
Phone 513-321-5816

Architect/Structural Engineer

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

Design Architect

Michael McInturf Architects
1116 Race Street
Cincinnati, Oh 45202
Phone: 513-639-2351

Architect/Code Consultant

DNK Architects
2616 Central Parkway
Cincinnati, OH 45214
Phone: 513-948-4146

MEP & FP Engineer

Heapy Engineering LLC
1400 West Dorothy Lane
Dayton, Ohio 45409
Phone 937-224-0861

Civil Engineer

Burgess & Niple
525 Vine Street
Cincinnati, Ohio 45202
Phone 513-579-0042

END OF SECTION

The Banks, Phase 3C, BP#1
Garage Foundations & Site Preparations
November 12, 2021

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, December 8, 2021.** for furnishing labor, materials, tools, equipment, and services necessary for:

**ITB 100-21 - THE BANKS, Phase 3C, Bid Package #1
Garage Foundations & Site Preparations
TC-01 – Concrete Foundations & Underground Utilities
TC-02 General Trades**

**A PRE-BID CONFERENCE WILL BE HELD ON NOVEMBER 22, 2021 at 10:00AM,
138 EAST COURT STREET (ROOM 605) CINCINNATI, OH 45202**

Questions: November 30, 2021, *by 12:00 PM*

Answers: December 2, 2021, *by end of business day*

This is a prevailing wage project, and the estimated budget is **\$2,079,352 – General Construction**. Proposal Forms, specifications, etc. may be obtained upon application at ARC, 7157 E. Kemper Road, Cincinnati, Ohio 45241, or they may be electronically retrieved by accessing the following website – <http://www.hamilton-co.org/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

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

Bidding Documents may be examined at:
Allied Construction Industries
3 Kovac Drive
Cincinnati, Ohio 45215
513-221-8020

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

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

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

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

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

Reed Construction Data
www.reedconstructiondata.com

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

Starting **November 12, 2021**, 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 BidSync 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 and Messer Construction Co. shall be named as obligees on the Bid Guaranty and Contract Bond.**

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

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

The Banks, Phase 3C, BP#1 – Garage & Site Preparations

Total Construction Budget \$2,079,352

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

Stephanie Summerow Dumas, President

Alicia Reece, Vice President

Denise Driehaus

Jeffrey Aluotto, County Administrator

Holly Christmann, Assistant County Administrator

The Banks, Phase 3C, BP#1
Garage Foundations & Site Preparations
November 12, 2021

Document 001000.4

BID FORM

ACKNOWLEDGMENT OF BIDDER:

Submitted by: _____
(enter company name here)

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

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

**The Banks, Phase 3C
Bid Package #1 – Garage Foundations & Site Preparation
TC-01 Concrete Foundations & Underground Utilities
TC-02 General Trades**

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

A. BIDDER AGREEMENTS:

The undersigned Bidder Agrees:

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

BID FORM STIPULATIONS:

1. The wording of this proposal shall be used throughout, without damage, alteration, or addition. Any change in wording may cause it to be rejected.
2. Include all required forms.
3. Bid amounts shall be provided in both words and figures. The worded amount shall govern in the case of discrepancies or in cases of error in extending the total amount of the bid, the unit price may govern.

4. In the event that qualified bidders submit equal bids (to the penny) and are deemed the lowest and best bidders for that trade's bid, those bidders agree to let the County award the contract to the bidder selected by the current "tied bid" procedures used by the Hamilton County Purchasing Department.
5. The Board of County Commissioners reserves the right to reject any or all bids and, unless otherwise specified by the bidder, to accept any item in the bid.

C. ALLOWANCES:

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

D. AWARDING:

The selection process includes but is not limited to:

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

Hamilton County reserves the right to:

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

E. ADDITIONAL BID REQUIREMENTS:

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

F. BID PROPOSALS:

Bidder's Name: _____

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

BASE BID	
TC-01 CONCRETE FOUNDATIONS & UNDERGROUND UTILITIES	
TOTAL COST	LUMP SUM
	\$
(enter amount in words)	(enter amount in numbers)

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

Base Bid Material: \$_____ (in numbers)

Base Bid Labor: \$_____ (in numbers)

BASE BID	TC-02 GENERAL TRADES
TOTAL COST	LUMP SUM
	\$
(enter amount in words)	(enter amount in numbers)

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

Base Bid Material: \$_____ (in numbers)

Base Bid Labor: \$_____ (in numbers)

G. ALTERNATES:

Alternates, if accepted.

ALTERNATE #1	
TOTAL COST	LUMP SUM (ADD / DEDUCT) <i>(circle one)</i>
	\$
<i>(enter amount in words)</i>	<i>(enter amount in numbers)</i>

(continued on next page)

Bidder's Name: _____

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

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

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

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

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

Firm Name: _____

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

Authorized Offerror (print name): _____

Authorized Signature (sign name): _____

Title: _____

Official Address: _____

E-mail Address: _____

Telephone Number: _____

THE BANKS – PHASE 3C
PUBLIC INFRASTRUCTURE DEVELOPMENT
PARKING AND STREET GRID
BID PACKAGE NO. 1, November 5, 2021

Bid Submission Documents
Complete & Submit With Bid

DOCUMENT 001000.5
BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 OHIO REVISED CODE)

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned

(Name and Address)

as Principal and _____

(Name of Surety)

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

to undertake the project known as: _____

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

_____ dollars (\$_____).

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

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

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

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Board of County Commissioners of Hamilton County, Ohio, against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said 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 Obligees 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 BANKS – PHASE 3C
PUBLIC INFRASTRUCTURE DEVELOPMENT
PARKING AND STREET GRID
BID PACKAGE NO. 1, November 5, 2021

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.

THE BANKS – PHASE 3-C
PUBLIC INFRASTRUCTURE DEVELOPMENT
PARKING AND STREET GRID
BID PACKAGE NO. 1, November 5, 2021

Bid Submission Documents
Complete & Submit With Bid

DOCUMENT 001000.6
CERTIFICATE OF COMPLIANCE

STATE OF OHIO
DEPARTMENT OF INSURANCE

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

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

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

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

Director of Insurance of Ohio

Bid Submission Documents
Complete & Submit With Bid

DOCUMENT 001000.7

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

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

State of Ohio, County of Hamilton, ss.

(Name of Bidder or Bidders)

being duly sworn does depose and say that _____ resides

(Bidder's Authorized Representative)

at _____

(Address of Bidder)

and that _____

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

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

(Name of Bidder)

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

(His/Her/Their)

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

Subscribed and sworn to this _____

day of _____, 20____ before

(Signature of Bidder's Authorized Representative)

me _____

(Notary Public)

(Print Name of Bidder's Authorized Representative)

(Address of Bidder)

THE BANKS – PHASE 3C
PUBLIC INFRASTRUCTURE DEVELOPMENT
PARKING AND STREET GRID
BID PACKAGE NO. 1, November 5, 2021

Bid Submission Documents
Complete & Submit With Bid

DOCUMENT 001000.8
BIDDER'S CERTIFICATION CONCERNING
EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

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

Authorized Representative of Bidder Date

On behalf of _____
(Name of Bidder)

Bid Submission Documents
Complete & Submit With Bid

DOCUMENT 001000.9
PERSONAL PROPERTY TAX STATEMENT

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

Title

TO BE COMPLETED BY NOTARY PUBLIC

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

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

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

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

Signature of Notary Public

Seal

Date

Bid Submission Documents
Complete & Submit With Bid

DOCUMENT 001000.10

SUBCONTRACTOR AND MATERIAL SUPPLIER LIST

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

BRANCH	MATERIAL SUPPLIER AND/OR SUBCONTRACTOR NAME AND ADDRESS

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

END OF SECTION

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
Sonya Walton (513) 482-5419 or Andra Williams at (513) 946-3894.**

(The Banks - Revised March, 2019)

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

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

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

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

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

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

CONTRACTOR REPRESENTATIVE (SIGNATURE): _____

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

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

Bid Submission Document	Print Legibly or Type

The Banks – Public Infrastructure Development Parking Garage and Street Grid

Statement of Good Faith Efforts

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

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

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

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

Name of Contractor

Contractor Representative (Signature)

Date

Contractor Representative (Printed Name)

Title

**The Banks – Public Infrastructure Development Parking Garage and Street Grid
SBE/DBE Outreach & Good Faith Efforts Summary Sheet**

Bid or Proposal Reference Number: _____

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

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

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

Contractor Representative Signature

Print Name/Title

Date

The Banks – Public Infrastructure Development Parking Garage and Street Grid

FORM 2004
SUBCONTRACTOR APPROVAL REQUEST
Statement of Intent to Utilize Firms

Bid or Proposal Reference Number: _____

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

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

SUBCONTRACTOR

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

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

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

SIGNATURES

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

[illegible]

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



THE BANKS PROJECT SBE/DBE/MBE/WBE SUBCONTRACTOR SUBSTITUTION REQUEST

Bid Reference No. _____

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

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

1. Banks Project Economic Inclusion Policy

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

2. Non-Discrimination Policy

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

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

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

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

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

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

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

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

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

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

4. DBE Program Requirements

4.1 Definitions. [49 CFR Part 26.5]

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

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

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

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

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

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

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

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

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

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

(vi) Women; and

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

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

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

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

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

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

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

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

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

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

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

4.7 Overall DBE Goals. [49 CFR Part 26.45]

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

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

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

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

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

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

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

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

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

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

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

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

5. SBE Policy Statement and Objectives

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

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

5.3. SBE Participation Goals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.5 Monitoring SBE Participation.

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

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

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

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

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

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

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

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

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

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

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

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

6.2 Required Contract Clauses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.6 Monitoring the Banks Project Workforce Participation.

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

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

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

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

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

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

7. Employee Readiness Program

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

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

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

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

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

8. Inclusion Outreach Consultant

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

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

9. Socio-Economic Impact

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

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

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

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

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

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

10. Rules and Guidelines

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

SCHEDULE A

Employee Readiness Program

[TO BE ATTACHED]

The Banks - Phase 3B Public Infrastructure Development Parking Garage And Street Grid

Monthly Workforce Tracking Form

Contractor Name:		Contract Value:		Trade Contract #:		Pay Application #:		
Date Submitted:		Business Type: (Circle all that apply)	SBE	*BSBE	MBE	WBE	DBE	NONE
Contact Person:		Reporting Dates:	From:			To:		
Address:		Federal Tax ID Number:						
City/State/Zip Code:		County:						
Telephone Number:		Email:						
Trade Contract Description:		Circle Appropriate Box:	Contractor		Subcontractor			

The Banks Monthly Workforce

[illegible]

Authorized Contractor Representative Signature:	Title:	Date:

The Banks - Public Infrastructure Development Parking Garage and Street Grid

Instructions Form WF-01

WF-01 Number of Employee Hours Report

Contractor Name:	Indicate Contractor's official name
Contract Value \$:	Indicate the approved Contract Value in dollars
Contract #:	Indicate the contract number for this contract
Project #:	Indicate the project number for this contract
Date Submitted:	Indicate the date the form is submitted
Reporting Dates:	Indicate the time period covered by this report (from date and to date)
Contact Person:	Indicate the Contractor's contact person responsible for completing this form
Business Status:	Indicate the Contractor's business status. Circle all which apply (if applicable)
Contractor Address:	Indicate the address of the contractor submitting the form
Federal Tax ID (FTID) Number:	Indicate the Federal Tax Identification or Social Security Number of the Contractor submitting the form
City/State/Zipcode:	Indicate the City, State and Zip Code of the Contractor's business location
County:	Indicate the County of the Contractor's business location
Telephone Number:	Indicate the telephone number of the Contractor's designated contact person
Email:	Indicate the email of the Contractors designated contact person
Trade Contract Description:	Indicate the description of the Contractor's work on this project
Job Category Trade Employees:	Indicate the job category of the trade employees working on the project
Total Employee Hours Worked:	Indicate the total number of employees hours worked for the time period covered by this report
Total Minority/Female Hours:	Indicate the total number of hours worked by minority and female employees for the period covered by this report
Caucasian Hours:	Indicate the total number of employees hours worked for Caucasian employees
African American Hours:	Indicate the total number of employees hours worked for African American employees
Asian American Hours:	Indicate the total number of employees hours worked for Asian American employees
Hispanic American Hours:	Indicate the total number of employees hours worked for Hispanic American employees
Native American Hours:	Indicate the total number of employees hours worked for Native American employees
Male/Female:	Indicate the number or % of male or female employees for the time period covered by this report
Foreperson:	Indicate the number of employees identified as Foreperson's working on this project
Equipment Operators:	Indicate the number of employees identified as Equipment Operators working on this project
Mechanics:	Indicate the number of employees identified as Mechanics working on this project
Truck Drivers:	Indicate the number of employees identified as Truck Drivers working on this project
Ironworkers:	Indicate the number of employees identified as Ironworkers working on this project
Carpenters:	Indicate the number of employees identified as Carpenters working on this project
Cement Mason(and Concrete Finishers):	Indicate the number of employees identified as Cement Masons(and Concrete Finishers) working on this project
Electricians:	Indicate the number of employees identified as Electricians working on this project
Pipefitter/Plumber:	Indicate the number of employees identified as Pipefitters/Plumbers working on this project
Painters:	Indicate the number of employees identified as Painters working on this project
Laborer-Semi Skilled:	Indicate the number of employees identified as Laborers-Semi Skilled working on this project
Laborers -Unskilled:	Indicate the number of employees identified as Laborers-Unskilled working on this project
Grand Totals:	Indicate the total of employee hours work for the identified categories for the timeframe covered by this report
Contractor Representative Signature:	Indicate the signature of the Contractor's authorized representative
Title:	Indicate the title of the Contractor's authorized representative
Date:	Indicate the date of the Contractor's authorized representative sign the form

*Job Trade Category Definitions are attached

FOREPERSON - Directly supervise and coordinate activities of construction. (Sample: Construction Foreman, Construction Superintendent, Construction Supervisor, Field Supervisor, Foreman, Job Superintendent, Project Superintendent, Site Superintendent, Superintendent, Supervisor)

EQUIPMENT OPERATORS - Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement. May repair and maintain equipment in addition to other duties. (Sample: Back Hoe Operator, Engineering Equipment Operator, Equipment Operator, Heavy Equipment Operator, Loader Operator, Machine Operator, Motor Grader Operator, Operating Engineer, Operator, Track Hoe Operator.) Operate equipment used for applying concrete, asphalt, or other materials to road beds, parking lots, or airport runways and taxiways, or equipment used for tamping gravel, dirt, or other materials. Includes concrete and asphalt paving machine operators, form tampers, tamping machine operators and stone spreader operators. (Sample: Equipment Operator (EO), Paver Operator, Roller Operator, Truck Driver, Operator, Screed Operator, Heavy Equipment Operator, Maintenance Equipment Operator (MEO), Asphalt Raker, Asphalt Paver Operator.)

MECHANICS - Operate on one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement. May repair and maintain equipment in addition to other duties. (Sample: Back Hoe Operator, Engineering Equipment Operator, Equipment Operator, Heavy Equipment Operator, Loader Operator, Machine Operator, Motor Grader Operator, Operating Engineer, Operator, Track Hoe Operator.)

TRUCK DRIVERS – Heavy and Tractor-Trailer Truck Drivers - Drive a tractor trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license. (Sample: Truck Driver, Driver, Over the Road Driver (OTR Driver), Line Haul Driver, Delivery Driver, Owner Operator, Road Driver, Semi Truck Driver, City Driver, Feeder Driver)

IRONWORKERS - Structural Iron and Steel Workers - Raise, place, and unite iron or steel girders, columns, and other structural members to form completed structures or structural frameworks. May erect metal storage tanks and assemble prefabricated metal buildings. (Sample: Ironworker, Iron Worker, Fitter / Welder, Steel Fabricator, Steel Worker, Structural Steel Erector, Tower Hand) Reinforcing Iron and Rebar Workers - Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Use a variety of fasteners, rod-bending machines, blowtorches and hand tools. Includes rod busters. (Sample: Ironworker, Rod Buster, Iron Worker, Steel Tier, Field Ironworker, Reinforced Ironworker, Rodman)

CARPENTERS - Construct, erect, install, or repair structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding, and rafters; and wood stairways, window and door frames, and hardwood floors. May also install cabinets, siding, drywall and batt or roll insulation. Includes brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways. Construction Carpenters - Construct, erect, install, and repair structures and fixtures of wood, plywood, and wallboard, using carpenter's hand tools and power tools. (Sample: Carpenter, Lead Carpenter, Assembler, Finish Carpenter, Construction Worker, Custom Stair Builder, Installer, Production Worker, Trim Carpenter, Concrete Carpenter) Rough Carpenters - Build rough wooden structures, such as concrete forms, scaffolds, tunnel, bridge, or sewer supports, billboard signs, and temporary frame shelters, according to sketches, blueprints, or oral instructions. (Sample: Carpenter, Apprentice Carpenter, Form Carpenter, Journeyman Carpenter, Rough Carpenter, Union Carpenter, Bridge Carpenter, Bridge Repair Crew Person)

CEMENT MASON(and Concrete Finishers) - Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, roads, or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; and use saws to cut expansion joints. (Sample: Concrete Finisher, Cement Finisher, Cement Mason, Finisher, Mason, Concrete Mason.)

ELECTRICIANS - Install, maintain, and repair electrical wiring, equipment, and fixtures. Ensure that work is in accordance with relevant codes. May install or service street lights, intercom systems, or electrical control systems. (Sample: Chief Electrician; Control Electrician; Electrician; Industrial Electrician; Inside Wireman; Journeyman Electrician; Journeyman Wireman; Maintenance Electrician; Mechanical Trades Specialist, Electrician; Qualified Craft Worker, Electrician (QCW, Electrician)

PIPEFITTER/PLUMBER- Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Includes sprinkler fitters. (Sample: Pipe Fitter, Pipefitter, Welder, Steamfitter, Sprinkler Fitter, Equipment Service Associate (ESA), Machine Repairman, Journeyman Pipefitter, Millwright, Pipe Welder.) Assemble, install, or repair pipes, fittings, or fixtures of heating, water, or drainage systems, according to specifications or plumbing codes. (Sample: Commercial Plumber; Drain Cleaner, Plumber; Drain Technician; Journeyman Plumber; Master Plumber; Plumber; Plumber Gasfitter; Plumbing and Heating Mechanic; Residential Plumber; Service Plumber)

PAINTERS - Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May remove old paint to prepare surface prior to painting. May mix colors or oils to obtain desired color or consistency. (Sample: Painter, Facilities Painter, Maintenance Painter, Highway Painter, Industrial Painter)

LABORERS-SEMI SKILLED – Having or requiring more training and skill than unskilled labor but less than skilled. Perform tasks involving physical labor at construction sites. May operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small mechanical hoists, surveying and measuring equipment, and a variety of other equipment and instruments. May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, and clean up rubble, debris and other waste materials. May assist other craft workers. (Sample: Construction Laborer, Construction Worker, Curb and Gutter Laborer, Drain Layer, Drop Crew Laborer, Helper, Laborer, Post Framer, Skill Labor, Union Laborer)

LABORERS UNSKILLED – All non-classified laborers. Any miscellaneous job classifications are to be incorporated in the most appropriate category listed on the form. All employees on the project should be accounted for.

The Banks - Phase 3B Public Infrastructure Development Parking Garage and Street Grid

Number of Employees Report

Contractor Name:		Contract Value \$:			
Date Submitted:		Reporting Dates:	From:		To:
Contact Person:		Pay Application #:			
Address:		County:			
City/State/Zip Code:		Business Type:			
Telephone Number:		Federal Tax ID:			
Trade Contract Description:		Contact Email:			

Number of Employees

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

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

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

YES

NO

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

Authorized Contractor Representative:

Signature

Title

Date

The Banks - Public Infrastructure Development Parking Garage and Street Grid

Instructions Form WF-02

WF-02 Monthly Workforce Tracking Form

Contractor Name:	Indicate Contractor's official name
Contract Value \$:	Indicate the approved Contract Value in dollars
Contract #:	Indicate the contract number for this contract
Project #:	Indicate the project number for this contract
Date Submitted:	Indicate the date the form is submitted
Reporting Dates:	Indicate the time period covered by this report (from date and to date)
Contact Person:	Indicate the Contractor's contact person responsible for completing this form
Contractor Address:	Indicate the address of the contractor submitting the form
Federal Tax ID (FTID) Number:	Indicate the Federal Tax Identification or Social Security Number of the Contractor submitting the form
City/State/Zip code:	Indicate the City, State and Zip Code of the Contractor's business location
County:	Indicate the County of the Contractor's business location
Telephone Number:	Indicate the telephone number of the Contractor's designated contact person
Email:	Indicate the email of the Contractors designated contact person
Total # of Employees:	Indicate the total number of participants who worked on this contract
Total # of Caucasian Men:	Indicate the total participation of Caucasian men working on this contract
Total Percent of Caucasian Men:	Indicate the total percentage of Caucasian men working on this contract
Total # of Women:	Indicate the total participation of females working on this contract
Total Percent of Women:	Indicate the total percentage of females working on this contract
Total # of Minorities:	Indicate the total participation of minorities working on this contract
Total Percent of Minorities:	Indicate the total percentage of minorities working on this contract
Caucasian Men :	Indicate the total number of Caucasian men working on this contract
Caucasian Women :	Indicate the total number of Caucasian women working on this contract
African American Men:	Indicate the total number of African American men working on this contract
African American Women:	Indicate the total number of African American women working on this contract
Asian American Men:	Indicate the total number of Asian American men working on this contract
Asian American Women:	Indicate the total number of Asian American women working on this contract
Hispanic American Men:	Indicate the total number of Hispanic American men working on this contract
Hispanic American Women:	Indicate the total number of Hispanic American women working on this contract
Native American Men:	Indicate the total number of Native American men working on this contract
Native American Women:	Indicate the total number of Native American women working on this contract
Total # Minority and/or Women:	Indicate the combined total of minorities and women working on this contract
Percentage of Total Employees:	Indicate the combined percentage of minorities and women working on this contract
Grand Totals:	Indicate the total of employee hours work for the identified categories for the timeframe covered by this report
Contractor Representative Signature:	Indicate the signature of the Contractor's authorized representative
Title:	Indicate the title of the Contractor's authorized representative
Date:	Indicate the date of the Contractor's authorized representative sign the form

*Job Trade Category Definitions are attached

The Banks - Public Infrastructure Development Parking Garage and Street Grid											
Monthly Subcontractor Utilization Report											
Contractor Name:							Type of Inclusion Program:		SBE or DBE		
Date Submitted:							Contractor Pay Application #:				
Contact Person:							Reporting Period From:		To:		
Contractor Address:							Business Type: (Circle all that apply)		*Banks SBE SBE MBE WBE **DBE None		
Contractor City/State/Zip Code:							County:				
Telephone Number:							Federal Tax ID:				
Trade Contract Description:							Email Address:				
Employee Information Form											
Employee Name	Minority		Female		Full or Part Time		Home Address	Last 4 digits of Social Security #	Minority Classification	County	Job Trade Category
	(Circle Y or N)		(Circle Y or N)		(Circle FT or 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					

*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

**The Banks - Public Infrastructure Development Parking Garage and Street Grid
Instructions Form WF-03**

WF-03 Monthly Employee Report

Contractor Name:	Indicate Contractor's official name
Contract Value \$:	Indicate the approved Contract Value in dollars
Contract #:	Indicate the contract number for this contract
Project #:	Indicate the project number for this contract
Date Submitted:	Indicate the date the form is submitted
Reporting Dates:	Indicate the time period covered by this report (from date and to date)
Contact Person:	Indicate the Contractor's contact person responsible for completing this form
Business Type:	Indicate the Contractor's business status. Circle all which apply (if applicable)
Contractor Address:	Indicate the address of the contractor submitting the form
Federal Tax ID (FTID) Number:	Indicate the Federal Tax Identification or Social Security Number of the Contractor submitting the form
City/State/Zipcode:	Indicate the City, State and Zip Code of the Contractor's business location
County:	Indicate the County of the Contractor's business location
Telephone Number:	Indicate the telephone number of the Contractor's designated contact person
Email:	Indicate the email of the Contractor's designated contact person
Trade Contract Description:	Indicate the description of the Contractor's work on this project
Employee Name:	Indicate the name of employee working on this project
Minority:	Indicate whether the employee belongs to an ethnic minority group - Circle Response - Yes or No
Female:	Indicate whether the employee is female of any ethnic group - Circle Response - Yes or No
Full/Part Time:	Indicate whether the employee is working in a full time or part time capacity - Circle Response - FT or PT
Home Address:	Indicate the home address of the employee
Last 4 Digits of Employee Social Security #:	Indicate the last 4 social security numbers of the employee
Minority Classification:	Indicate the minority classification of the employee (if applicable)
County:	Indicate the county of the employee
Job Category Trade Employees:	Indicate the job category of the trade employees working on the project
Contractor Representative Signature:	Indicate the signature of the Contractor's authorized representative
Title:	Indicate the title of the Contractor's authorized representative
Date:	Indicate the date of the Contractor's authorized representative sign the form

*Job Trade Category Definitions are attached

Consolidated Metropolitan Statistical Area (CMSA) OH-KY-IN

40006	40011	40045	40055	40075	40355	40359	40363	40379	41001
41003	41005	41005	41006	41007	41008	41010	41011	41012	41014
41017	41018	41019	41021	41025	41030	41033	41034	41035	41040
41043	41044	41045	41046	41051	41052	41053	41054	41055	41056
41062	41063	41071	41072	41073	41074	41075	41076	41083	41085
41086	41092	41094	41095	41096	41097	41098	41099	45001	45002
45003	45004	45005	45011	45012	45013	45014	45015	45018	45030
45032	45033	45034	45036	45039	45040	45041	45042	45044	45050
45051	45052	45053	45054	45055	45056	45061	45062	45063	45064
45065	45066	45067	45068	45069	45071	45101	45102	45103	45105
45106	45107	45111	45112	45113	45114	45115	45118	45119	45120
45121	45122	45123	45130	45131	45132	45133	45135	45140	45142
45144	45146	45147	45148	45150	45152	45153	45154	45155	45156
45157	45158	45159	45160	45162	45164	45166	45167	45168	45169
45171	45172	45174	45176	45177	45201	45202	45203	45204	45205
45206	45207	45208	45209	45211	45212	45213	45214	45215	45216
45217	45218	45219	45220	45221	45222	45223	45224	45225	45226
45227	45229	45230	45231	45232	45233	45234	45235	45236	45237
45238	45239	45239	45240	45241	45242	45243	45244	45245	45246
45247	45248	45249	45250	45251	45252	45253	45254	45255	45258
45262	45263	45264	45267	45268	45269	45270	45271	45273	45274
45275	45277	45280	45296	45298	45299	45335	45458	45612	45616
45618	45650	45657	45660	45671	45679	45684	45693	45697	45999
47001	47003	47006	47010	47011	47012	47016	47018	47019	47020
47021	47023	47024	47030	47031	47033	47034	47035	47036	47037
47038	47039	47040	47041	47042	47043	47060	47224	47250	47325
47331	47353	47357							

**The Banks – Public Infrastructure Development Parking Garage and Street
Grid 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:** _____

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

**The Banks – Public Infrastructure Development Parking Garage and Street Grid
SBE/DBE Subcontractor Utilization Plan**

Bid or Proposal Reference Number: _____

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

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

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

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

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

CONTRACTOR REPRESENTATIVE (SIGNATURE): _____

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

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

Bid Submission Document	Print Legibly or Type

The Banks – Public Infrastructure Development Parking Garage and Street Grid

Statement of Good Faith Efforts

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

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

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

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

Name of Contractor

Contractor Representative (Signature)

Date

Contractor Representative (Printed Name)

Title

The Banks – Public Infrastructure Development Parking Garage and Street Grid
SBE Outreach & Good Faith Efforts Summary Sheet

Bid or Proposal Reference Number: _____

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

THE BANKS – PHASE 3C
PUBLIC INFRASTRUCTURE DEVELOPMENT
PARKING AND STREET GRID
BID PACKAGE NO. 1, November 5, 2021

Bid Submission Documents
Complete & Submit With Bid

DOCUMENT 001000.15

**WARRANTY AGAINST AN
UNRESOLVED FINDING FOR RECOVERY**

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

CONTRACTOR'S NAME

SIGNATURE

PRINT NAME

TITLE

TO BE COMPLETED BY NOTARY PUBLIC

On _____, there appeared before me
DATE

_____, saying that he/she is
PRINT NAME

_____ of ,
PRINT TITLE

PRINT NAME OF CONTRACTOR

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

SIGNATURE OF NOTARY PUBLIC

DOCUMENT 001000.18

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.

The Banks–Phase 3C
Public Infrastructure Development–Parking Garage and Street Grid
Bid Package No.1, November 5, 2021

DOCUMENT 001000.21

CERTIFIED CHECK

If you are submitting a Certified Check: **Check #**_____dollars

drawn on _____ **bank** is herewith submitted and deposited

in lieu of bond under the same terms and conditions as set forth in the bond.

PRINT NAME_____ of,

PRINT NAME OF COMPANY_____

Date

SIGNATURE

BID SUBMISSION DOCUMENT
COMPLETE & SUBMIT WITH BID

DOCUMENT 001000.22

REGISTRATION FORM

PLEASE READ AND ACKNOWLEDGE RECEIPT OF THIS DOCUMENT

The Banks–Phase 3C Public Infrastructure Development–Parking Garage and Street Grid
, **Bid Package No. 1**

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.

Appendix A

Prevailing Wage Rates

Prevailing Wage Rate

Skilled Crafts

Name of Union: Carpenter NE District Industrial Dock & Door

Change # : LCN01-2014fbCarpNEStatewide

Craft : Carpenter **Effective Date :** 03/05/2014 **Last Posted :** 03/05/2014

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$19.70		\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.90	\$35.75
Trainee	Percent											
1st Year	60.00	\$11.82	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.02	\$23.93
2nd Year	80.20	\$15.80	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.00	\$29.90

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

Ratio :

1 Journeymen to 1 Trainee

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 : Industrial Dock and Door is the installation of overhead doors, roll up doors and dock leveling equipment

Details :

10/27/10 New Contract jc

Prevailing Wage Rate

Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

Change # : LCN01-2016fbLoc639

Craft : Painter Effective Date : 08/03/2016 Last Posted : 08/03/2016

	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	\$21.25	\$1.33	\$0.14	\$0.00	\$0.00	\$0.00	\$0.57	\$0.00	\$0.00	\$23.29	\$33.92
Painter Sign Journeyman Tech/Team Leader Class B	\$21.25	\$1.33	\$0.14	\$0.00	\$0.41	\$0.00	\$0.57	\$0.00	\$0.00	\$23.70	\$34.32
Painter Sign Journeyman Tech/Team Leader Class C	\$21.25	\$1.33	\$0.14	\$0.00	\$0.82	\$0.00	\$0.57	\$0.00	\$0.00	\$24.11	\$34.74
Painter Sign Journeyman Tech/Team Leader Class D	\$21.25	\$1.33	\$0.14	\$0.00	\$1.23	\$0.00	\$0.57	\$0.00	\$0.00	\$24.52	\$35.14
Sign Journeyman Class A	\$20.98	\$1.33	\$0.14	\$0.00	\$0.00	\$0.00	\$0.56	\$0.00	\$0.00	\$23.01	\$33.50
Sign Journeyman Class B	\$20.98	\$1.33	\$0.14	\$0.00	\$0.40	\$0.00	\$0.56	\$0.00	\$0.00	\$23.41	\$33.90
Sign Journeyman Class C	\$20.98	\$1.33	\$0.14	\$0.00	\$0.81	\$0.00	\$0.56	\$0.00	\$0.00	\$23.82	\$34.31
Sign Journeyman Class D	\$20.98	\$1.33	\$0.14	\$0.00	\$1.21	\$0.00	\$0.56	\$0.00	\$0.00	\$24.22	\$34.71
Tech Sign Fabrication/ Erector Class A	\$15.90	\$1.33	\$0.14	\$0.00	\$0.00	\$0.00	\$0.43	\$0.00	\$0.00	\$17.80	\$25.75

Tech Sign Fabrication/ Erector Class B	\$15.90	\$1.33	\$0.14	\$0.00	\$0.31	\$0.00	\$0.43	\$0.00	\$0.00	\$18.11	\$26.06
Tech Sign Fabrication/ Erector Class C	\$15.90	\$1.33	\$0.14	\$0.00	\$0.61	\$0.00	\$0.43	\$0.00	\$0.00	\$18.41	\$26.36
Tech Sign Fabrication/ Erector Class D	\$15.90	\$1.33	\$0.14	\$0.00	\$0.92	\$0.00	\$0.43	\$0.00	\$0.00	\$18.72	\$26.67

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: Asbestos Local 207 OH

Change # : LCN01-2018fbLoc207OH

Craft : Asbestos Worker Effective Date : 08/23/2018 Last Posted : 08/23/2018

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Asbestos Abatement	\$25.50	\$7.25	\$6.45	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$39.92	\$52.67
Trainee	\$16.50	\$7.25	\$1.50	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$25.97	\$34.22

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, 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 : Butler County:(townships of Fairfield,Hanover,Liberty,Milford,Morgan,Oxford,Ripley,Ross,StClair,Union & Wayne.) (Lemon & Madison) Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington). (Clear Creek, Franklin, Mossie, Turtle Creek & Wayney). 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) Erie County:(post offices & townships of Berlin, Berlin Heights,Birmingham,Florence ,Huron, Milan, Shinrock & Vermilion)

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 300 hours in the Asbestos Abatement field.

Prevailing Wage Rate

Skilled Crafts

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

Change # : LCN01-2018fbLoc212in

Craft : Electrical **Effective Date :** 01/01/2019 **Last Posted :** 12/28/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$28.39		\$6.60	\$9.00	\$0.63	\$0.00	\$2.10	\$0.65	\$0.00	\$0.00	\$47.37	\$61.57
CE-3 12,001- 14,000 Hrs	\$21.89		\$5.95	\$0.66	\$0.66	\$0.00	\$0.66	\$0.00	\$0.00	\$0.00	\$29.82	\$40.76
CE-2 10,001- 12,000 Hrs	\$17.20		\$5.95	\$0.52	\$0.66	\$0.00	\$0.52	\$0.00	\$0.00	\$0.00	\$24.85	\$33.45
CE-1 8,001- 10,000 Hrs	\$15.64		\$5.95	\$0.47	\$0.66	\$0.00	\$0.47	\$0.00	\$0.00	\$0.00	\$23.19	\$31.01
CW-4 6,001- 8,000 Hrs	\$14.07		\$5.95	\$0.42	\$0.66	\$0.00	\$0.42	\$0.00	\$0.00	\$0.00	\$21.52	\$28.56
CW-3 4,001- 6,000 Hrs	\$12.51		\$5.95	\$0.38	\$0.66	\$0.00	\$0.38	\$0.00	\$0.00	\$0.00	\$19.88	\$26.13
CW-2 2,001- 4,000 Hrs	\$11.73		\$5.95	\$0.35	\$0.66	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$19.04	\$24.91
CW-1 0- 2,000 Hrs	\$10.94		\$5.95	\$0.33	\$0.66	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$18.21	\$23.68
Indentured After 01/01/2017 45%	\$12.78		\$6.60	\$0.38	\$0.39	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$20.50	\$26.89
48%	\$13.63		\$6.60	\$0.41	\$0.40	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$21.39	\$28.21
50%	\$14.20		\$6.60	\$4.51	\$0.41	\$0.00	\$1.30	\$0.65	\$0.00	\$0.00	\$27.67	\$34.77
52%	\$14.76		\$6.60	\$4.68	\$0.42	\$0.00	\$1.35	\$0.65	\$0.00	\$0.00	\$28.46	\$35.84
57%	\$16.18		\$6.60	\$5.14	\$0.44	\$0.00	\$1.40	\$0.65	\$0.00	\$0.00	\$30.41	\$38.50
68%	\$19.31		\$6.60	\$6.12	\$0.49	\$0.00	\$1.60	\$0.65	\$0.00	\$0.00	\$34.77	\$44.42
Apprentice Indentured Before 01/01/2017	Percent											
1st period 0-1000 hrs	40.00	\$11.36	\$6.60	\$0.34	\$0.37	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$19.02	\$24.69
2nd period	44.00	\$12.49	\$6.60	\$0.37	\$0.39	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$20.20	\$26.45

1000-2000 hrs												
3rd period 2000-3500 hrs	49.00	\$13.91	\$6.60	\$4.41	\$0.41	\$0.00	\$1.30	\$0.65	\$0.00	\$0.00	\$27.28	\$34.24
4th period 3500-5000 hrs	53.00	\$15.05	\$6.60	\$4.77	\$0.43	\$0.00	\$1.35	\$0.65	\$0.00	\$0.00	\$28.85	\$36.37
5th period 5000-6500 hrs	58.00	\$16.47	\$6.60	\$5.22	\$0.45	\$0.00	\$1.45	\$0.65	\$0.00	\$0.00	\$30.84	\$39.07
6th period 6500-8000 hrs	73.00	\$20.72	\$6.60	\$6.57	\$0.51	\$0.00	\$1.65	\$0.65	\$0.00	\$0.00	\$36.70	\$47.07

Special Calculation Note : Other is; Supplemental Unemployment

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

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

BROWN, CLERMONT, HAMILTON

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

Construction Electrician and Construction Wireman Ratio

There shall be a minimum ratio of one inside Journeyman to every (4) employees of different classification per jobsite.

An inside Journeyman Wireman is required on the project as the fifth (5th) worker or when apprentices are used.

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

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Elevator Local 11

Change # : LCN01-2020fbLoc11

Craft : Elevator Effective Date : 01/05/2021 Last Posted : 01/05/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Elevator Mechanic	\$48.82		\$15.88	\$10.46	\$0.64	\$3.91	\$8.85	\$1.56	\$0.00	\$0.00	\$90.12	\$114.53
Probationary Apprentice	50.00	\$24.41	\$0.00	\$0.00	\$0.00	\$1.46	\$0.00	\$0.78	\$0.00	\$0.00	\$26.65	\$38.86
1st year	55.00	\$26.85	\$15.88	\$10.46	\$0.64	\$1.61	\$8.85	\$0.86	\$0.00	\$0.00	\$65.15	\$78.58
2nd year	65.00	\$31.73	\$15.88	\$10.46	\$0.64	\$1.90	\$8.85	\$1.02	\$0.00	\$0.00	\$70.48	\$86.35
3rd year	70.00	\$34.17	\$15.88	\$10.46	\$0.64	\$2.05	\$8.85	\$1.09	\$0.00	\$0.00	\$73.14	\$90.23
4th year	80.00	\$39.06	\$15.88	\$10.46	\$0.64	\$2.34	\$8.85	\$1.25	\$0.00	\$0.00	\$78.48	\$98.00
Helper	70.00	\$34.17	\$15.88	\$10.46	\$0.64	\$2.05	\$8.85	\$1.09	\$0.00	\$0.00	\$73.14	\$90.23
Assistant Mechanic	80.00	\$39.06	\$15.88	\$10.46	\$0.64	\$2.34	\$8.85	\$1.25	\$0.00	\$0.00	\$78.48	\$98.00

Special Calculation Note : Other is Holiday Pay. Vacation calculated at 6%.

Ratio :

The total number of Helpers & Apprentices employed shall not exceed the number of Mechanics on any one job, except on jobs where (2) teams or more are working, (1) extra Helper or Apprentice may be employed for the first (2) teams and an extra Helper or Apprentice for each additional (3) teams.

- 1 Journeymen to 1 Apprentice
- 2 Journeymen to 5 Apprentice
- 3 Journeymen to 6 Apprentice

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: Bricklayer Local 18 Tile Mechanic

Change # : LCN01-2020fbLoc18

Craft : Bricklayer Effective Date : 09/01/2020 Last Posted : 08/20/2020

	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	\$30.28		\$9.47	\$5.29	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.60	\$60.74
Marble Layout Work	\$30.78		\$9.47	\$5.29	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.10	\$61.49
Swing Scaffold Worker	\$31.78		\$9.47	\$5.29	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.10	\$62.99
Apprentice after 2 years (2400 hrs) as Apprentice Finisher												
5th/6 Months 0- 600 hrs.	70.00	\$21.20	\$9.47	\$5.29	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.52	\$47.11
6th/6 months 601-1200 hrs.	75.00	\$22.71	\$9.47	\$5.29	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.03	\$49.39
7th/6 months 1201-1800 hrs.	80.00	\$24.22	\$9.47	\$5.29	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.54	\$51.66
8th/6 months 1801-2400 hrs.	90.00	\$27.25	\$9.47	\$5.29	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.57	\$56.20

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 18 Tile Finisher

Change # : LCN01-2020fbLoc18

Craft : Bricklayer Effective Date : 09/01/2020 Last Posted : 08/20/2020

	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	\$25.74		\$9.47	\$5.29	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.01	\$53.88
Terrazzo Base Grinder	\$26.24		\$9.47	\$5.29	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.51	\$54.63
Marble Sander Polisher	\$25.84		\$9.47	\$5.29	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.11	\$54.03
Apprentices	Percent											
1st 6 months 0-600 hrs	60.00	\$15.44	\$9.47	\$5.29	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.71	\$38.44
2nd 6 months 601-1200 hrs	65.00	\$16.73	\$9.47	\$5.29	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.00	\$40.37
3rd 6 months 1201-1800 hrs	70.00	\$18.02	\$9.47	\$5.29	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.29	\$42.30
4th 6 months 1801-2400 hrs	75.00	\$19.30	\$9.47	\$5.29	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.57	\$44.23
5th 6 months 2401-3000 hrs	80.00	\$20.59	\$9.47	\$5.29	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.86	\$46.16
6th 6 months 3001-3600	90.00	\$23.17	\$9.47	\$5.29	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.44	\$50.02
1-30 Days Prior to Entering Apprenticeship	50.00	\$12.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.87	\$19.30

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

Ratio :

1 Journeyman to 1 Apprentice
5 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

10 Journeymen to 2 Apprentices
15 Journeymen to 3 Apprentices
20 Journeymen to 4 Apprentices
25 Journeymen to 5 Apprentices

WARREN, WARREN*

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

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Glazier Local 387

Change # : LCN01-2020fbLoc387

Craft : Glazier Effective Date : 11/01/2020 Last Posted : 10/28/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Glazier	\$27.93		\$5.67	\$10.10	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.95	\$57.92
Apprentice	Percent											
1st 6 months	53.70	\$15.00	\$5.67	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.92	\$28.42
2nd 6 months	65.00	\$18.15	\$5.67	\$6.19	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.26	\$39.34
3rd 6 months	70.00	\$19.55	\$5.67	\$6.71	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.18	\$41.96
4th 6 months	75.00	\$20.95	\$5.67	\$6.85	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.72	\$44.19
5th 6 months	80.00	\$22.34	\$5.67	\$7.43	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.69	\$46.87
6th 6 months	85.00	\$23.74	\$5.67	\$7.57	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.23	\$49.10
7th 6 months	90.00	\$25.14	\$5.67	\$8.09	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.15	\$51.72
8th 6 months	95.00	\$26.53	\$5.67	\$8.68	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.13	\$54.40

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, SHELBY*, 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. Shelby County: Southern portion of routes #47 & 29.

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Asbestos Local 8 Heat & Frost Insulators

Change # : LCN01-2021fbAsbLoc8

Craft : Asbestos Worker **Effective Date :** 03/10/2021 **Last Posted :** 03/10/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulators	\$31.82		\$7.14	\$9.35	\$0.41	\$0.00	\$2.60	\$0.00	\$0.00	\$0.00	\$51.32	\$67.23
Apprentice	Percent											
1st year	46.67	\$14.85	\$7.14	\$5.10	\$0.41	\$0.00	\$2.60	\$0.00	\$0.00	\$0.00	\$30.10	\$37.53
2nd year	53.58	\$17.05	\$7.14	\$6.65	\$0.41	\$0.00	\$2.60	\$0.00	\$0.00	\$0.00	\$33.85	\$42.37
3rd year	58.30	\$18.55	\$7.14	\$6.65	\$0.41	\$0.00	\$2.60	\$0.00	\$0.00	\$0.00	\$35.35	\$44.63
4th year	63.01	\$20.05	\$7.14	\$6.65	\$0.41	\$0.00	\$2.60	\$0.00	\$0.00	\$0.00	\$36.85	\$46.87

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

Ratio :

- 1 Journeymen to 1 Apprentice
- 2 Journeymen to 2 Apprentice
- 3 Journeymen to 3 Apprentice
- 3 Journeymen to 1 Apprentice there After

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: Cement Mason Bricklayer Local 97 Hwy B

Change # : LCN01-2021fbHvyHwy

Craft : Bricklayer Effective Date : 06/01/2021 Last Posted : 05/26/2021

	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	\$31.39		\$9.50	\$7.57	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.95	\$64.64
Apprentice	Percent											
1st year	50.00	\$15.70	\$9.50	\$7.57	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.26	\$41.10
2nd year	70.00	\$21.97	\$9.50	\$7.57	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.53	\$50.52
3rd year	90.00	\$28.25	\$9.50	\$7.57	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.81	\$59.94

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: Cement Mason Bricklayer Local 97 Hwy A

Change # : LCN01-2021fbHvyHwy

Craft : Bricklayer Effective Date : 06/01/2021 Last Posted : 05/26/2021

	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	\$30.40		\$9.50	\$7.57	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.95	\$63.15
Apprentice	Percent											
1st year	50.00	\$15.20	\$9.50	\$7.57	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.75	\$40.35
2nd year	70.00	\$21.28	\$9.50	\$7.57	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.83	\$49.47
3rd year	90.00	\$27.36	\$9.50	\$7.57	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.91	\$58.59

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: Electrical Local 71 Outside Utility Power

Change # : LCN01-2021fbLoc7

Craft : Lineman Effective Date : 03/16/2021 Last Posted : 03/16/2021

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$43.22	\$6.75	\$1.30	\$0.43	\$0.00	\$10.37	\$0.60	\$0.00	\$0.00	\$62.67	\$84.28
Substation Technician	\$43.22	\$6.75	\$1.30	\$0.43	\$0.00	\$10.37	\$0.60	\$0.00	\$0.00	\$62.67	\$84.28
Cable Splicer	\$45.26	\$6.75	\$1.36	\$0.45	\$0.00	\$10.86	\$0.60	\$0.00	\$0.00	\$65.28	\$87.91
Operator A	\$38.75	\$6.75	\$1.16	\$0.39	\$0.00	\$9.30	\$0.60	\$0.00	\$0.00	\$56.95	\$76.32
Operator B	\$34.27	\$6.75	\$1.03	\$0.34	\$0.00	\$8.22	\$0.60	\$0.00	\$0.00	\$51.21	\$68.34
Operator C	\$27.54	\$6.75	\$0.83	\$0.28	\$0.00	\$6.61	\$0.60	\$0.00	\$0.00	\$42.61	\$56.38
Groundman 0-12 months Exp	\$21.61	\$6.75	\$0.65	\$0.22	\$0.00	\$5.19	\$0.60	\$0.00	\$0.00	\$35.02	\$45.82
Groundman 0-12 months Exp w/CDL	\$23.77	\$6.75	\$0.71	\$0.24	\$0.00	\$5.70	\$0.60	\$0.00	\$0.00	\$37.77	\$49.66
Groundman 1 yr or more	\$23.77	\$6.75	\$0.71	\$0.24	\$0.00	\$5.70	\$0.60	\$0.00	\$0.00	\$37.77	\$49.66
Groundman 1 yr or more w/CDL	\$28.09	\$6.75	\$0.84	\$0.28	\$0.00	\$6.74	\$0.60	\$0.00	\$0.00	\$43.30	\$57.35
Equipment Mechanic A	\$34.27	\$6.75	\$1.03	\$0.34	\$0.00	\$8.22	\$0.60	\$0.00	\$0.00	\$51.21	\$68.34
Equipment Mechanic B	\$30.91	\$6.75	\$0.93	\$0.31	\$0.00	\$7.42	\$0.60	\$0.00	\$0.00	\$46.92	\$62.38
Equipment Mechanic C	\$27.54	\$6.75	\$0.83	\$0.28	\$0.00	\$6.61	\$0.60	\$0.00	\$0.00	\$42.61	\$56.38
Line Truck w/uuger	\$30.44	\$6.75	\$0.91	\$0.30	\$0.00	\$7.31	\$0.60	\$0.00	\$0.00	\$46.31	\$61.53

Apprentice	Percent											
1st 1000 hrs	60.00	\$25.93	\$6.75	\$0.78	\$0.26	\$0.00	\$6.22	\$0.60	\$0.00	\$0.00	\$40.54	\$53.51
2nd 1000 hrs	65.00	\$28.09	\$6.75	\$0.84	\$0.28	\$0.00	\$6.74	\$0.60	\$0.00	\$0.00	\$43.30	\$57.35
3rd 1000 hrs	70.00	\$30.25	\$6.75	\$0.91	\$0.30	\$0.00	\$7.26	\$0.60	\$0.00	\$0.00	\$46.07	\$61.20
4th 1000 hrs	75.00	\$32.42	\$6.75	\$0.97	\$0.32	\$0.00	\$7.78	\$0.60	\$0.00	\$0.00	\$48.84	\$65.04
5th 1000 hrs	80.00	\$34.58	\$6.75	\$1.04	\$0.35	\$0.00	\$8.30	\$0.60	\$0.00	\$0.00	\$51.62	\$68.90
6th 1000 hrs	85.00	\$36.74	\$6.75	\$1.10	\$0.37	\$0.00	\$8.82	\$0.60	\$0.00	\$0.00	\$54.38	\$72.75
7th 1000 hrs	90.00	\$38.90	\$6.75	\$1.17	\$0.39	\$0.00	\$9.34	\$0.60	\$0.00	\$0.00	\$57.15	\$76.60

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.

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 : 0.30 is for Health Retirement Account.

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 High Tension Pipe Type Cable

Change # : LCN01-2021fbLoc7

Craft : Lineman **Effective Date :** 03/16/2021 **Last Posted :** 03/16/2021

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$45.61	\$6.75	\$1.37	\$0.46	\$0.00	\$10.95	\$0.60	\$0.00	\$0.00	\$65.74	\$88.54
Certified Lineman Welder	\$45.61	\$6.75	\$1.37	\$0.46	\$0.00	\$10.95	\$0.60	\$0.00	\$0.00	\$65.74	\$88.54
Certified Cable Splicer	\$45.61	\$6.75	\$1.37	\$0.46	\$0.00	\$10.95	\$0.60	\$0.00	\$0.00	\$65.74	\$88.54
Operator A	\$40.88	\$6.75	\$1.23	\$0.41	\$0.00	\$9.81	\$0.60	\$0.00	\$0.00	\$59.68	\$80.12
Operator B	\$36.20	\$6.75	\$1.09	\$0.36	\$0.00	\$8.69	\$0.60	\$0.00	\$0.00	\$53.69	\$71.79
Operator C	\$29.12	\$6.75	\$0.87	\$0.29	\$0.00	\$6.99	\$0.60	\$0.00	\$0.00	\$44.62	\$59.18
Groundman 0-12 months Exp	\$22.81	\$6.75	\$0.68	\$0.23	\$0.00	\$5.47	\$0.60	\$0.00	\$0.00	\$36.54	\$47.94
Groundman 0-12 months Exp w/CDL	\$25.09	\$6.75	\$0.75	\$0.25	\$0.00	\$6.02	\$0.60	\$0.00	\$0.00	\$39.46	\$52.01
Groundman 1 yr or more	\$25.09	\$6.75	\$0.75	\$0.25	\$0.00	\$6.02	\$0.60	\$0.00	\$0.00	\$39.46	\$52.01
Groundman 1 yr or more w/CDL	\$29.65	\$6.75	\$0.85	\$0.28	\$0.00	\$6.50	\$0.60	\$0.00	\$0.00	\$44.63	\$59.46
Equipment Mechanic A	\$36.20	\$6.75	\$1.09	\$0.36	\$0.00	\$8.69	\$0.60	\$0.00	\$0.00	\$53.69	\$71.79
Equipment Mechanic B	\$32.66	\$6.75	\$0.98	\$0.33	\$0.00	\$7.84	\$0.60	\$0.00	\$0.00	\$49.16	\$65.49
Equipment Mechanic C	\$29.12	\$6.75	\$0.87	\$0.29	\$0.00	\$6.99	\$0.60	\$0.00	\$0.00	\$44.62	\$59.18
X-Ray	\$45.61	\$6.75	\$1.37	\$0.46	\$0.00	\$10.95	\$0.60	\$0.00	\$0.00	\$65.74	\$88.54

Technician												
Apprentice	Percent											
1st 1000 hrs	60.00	\$27.37	\$6.75	\$0.82	\$0.27	\$0.00	\$6.57	\$0.60	\$0.00	\$0.00	\$42.38	\$56.06
2nd 1000 hrs	65.00	\$29.65	\$6.75	\$0.89	\$0.30	\$0.00	\$7.12	\$0.60	\$0.00	\$0.00	\$45.31	\$60.13
3rd 1000 hrs	70.00	\$31.93	\$6.75	\$0.96	\$0.32	\$0.00	\$7.66	\$0.60	\$0.00	\$0.00	\$48.22	\$64.18
4th 1000 hrs	75.00	\$34.21	\$6.75	\$1.03	\$0.34	\$0.00	\$8.21	\$0.60	\$0.00	\$0.00	\$51.14	\$68.24
5th 1000 hrs	80.00	\$36.49	\$6.75	\$1.09	\$0.36	\$0.00	\$8.76	\$0.60	\$0.00	\$0.00	\$54.05	\$72.29
6th 1000 hrs	85.00	\$38.77	\$6.75	\$1.16	\$0.39	\$0.00	\$9.30	\$0.60	\$0.00	\$0.00	\$56.97	\$76.35
7th 1000 hrs	90.00	\$41.05	\$6.75	\$1.23	\$0.41	\$0.00	\$9.85	\$0.60	\$0.00	\$0.00	\$59.89	\$80.41

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: Bricklayer Local 18

Change # : LCN01-2021fbLoc18

Craft : Bricklayer Effective Date : 06/01/2021 Last Posted : 05/26/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer	\$30.87		\$9.45	\$5.79	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.74	\$62.17
Stone Mason	\$30.87		\$9.45	\$5.79	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.74	\$62.17
Pointer Caulker Cleaner	\$30.87		\$9.45	\$5.79	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.74	\$62.17
Refractory Workers	\$31.87		\$9.45	\$5.79	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.74	\$63.67
Refractory Worker Hot Pay	\$33.87		\$9.45	\$5.79	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.74	\$66.67
Sawman	\$31.12		\$9.45	\$5.79	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.99	\$62.55
Layout Man	\$31.12		\$9.45	\$5.79	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.99	\$62.55
Free Standing Chimney	\$31.37		\$9.45	\$5.79	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.24	\$62.92
Apprentice	Percent											
1st 6 months	60.00	\$18.52	\$9.45	\$5.79	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.39	\$43.65
2nd 6 months	65.00	\$20.07	\$9.45	\$5.79	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.94	\$45.97
3rd 6 months	70.00	\$21.61	\$9.45	\$5.79	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.48	\$48.28
4th 6 months	75.00	\$23.15	\$9.45	\$5.79	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.02	\$50.60
5th 6 months	80.00	\$24.70	\$9.45	\$5.79	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.57	\$52.91
6th 6 months	85.00	\$26.24	\$9.45	\$5.79	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.11	\$55.23
7th 6 months	90.00	\$27.78	\$9.45	\$5.79	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.65	\$57.54
8th 6	95.00	\$29.33	\$9.45	\$5.79	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.20	\$59.86

months												
MASON FINISHER 1st 180 Days	45.00	\$13.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.89	\$20.84
1st Year H&W after 6 months	45.00	\$13.89	\$9.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.34	\$30.29
2nd Year	50.00	\$15.44	\$9.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.88	\$32.60

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

Ratio :

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

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

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

Jurisdiction (* denotes special jurisdictional note) :

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

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: Sheet Metal Local 24 (Cincinnati)

Change # : LCN01-2021fbLoc24(Cin)

Craft : Sheet Metal Worker Effective Date : 07/14/2021 Last Posted : 07/14/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	\$31.51		\$7.57	\$13.20	\$0.86	\$0.00	\$0.00	\$0.95	\$0.00	\$0.00	\$54.09	\$69.84
Apprentice	Percent											
1st 6 Month	45.00	\$14.18	\$7.57	\$4.34	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$27.55	\$34.64
2nd 6 Month.	45.00	\$14.18	\$7.57	\$4.34	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$27.55	\$34.64
3rd 6 Month.	47.50	\$14.97	\$7.57	\$4.58	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$28.58	\$36.06
4th 6 Month.	50.00	\$15.76	\$7.57	\$4.82	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$29.61	\$37.48
5th 6 Month.	52.50	\$16.54	\$7.57	\$8.62	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$34.19	\$42.46
6th 6 Month.	55.00	\$17.33	\$7.57	\$8.86	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$35.22	\$43.89
7th 6 Month.	60.00	\$18.91	\$7.57	\$9.34	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$37.28	\$46.73
8th 6 Month.	65.00	\$20.48	\$7.57	\$9.83	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$39.34	\$49.58
9th 6 Month.	70.00	\$22.06	\$7.57	\$10.31	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$41.40	\$52.43
10th 6 Month.	75.00	\$23.63	\$7.57	\$10.79	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$43.45	\$55.27

Special Calculation Note : OTHER IS: 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: Electrical Local 71 Outside Cincinnati

Change # : LCN01-2021fbLoc71Cincinnati

Craft : Lineman Effective Date : 03/16/2021 Last Posted : 03/16/2021

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$40.31	\$6.75	\$1.21	\$0.40	\$0.00	\$7.66	\$0.06	\$0.00	\$0.00	\$56.39	\$76.54
Traffic Signal & Lighting Journeyman	\$38.77	\$6.75	\$1.16	\$0.39	\$0.00	\$7.37	\$0.06	\$0.00	\$0.00	\$54.50	\$73.89
Equipment Operator	\$35.41	\$6.75	\$1.06	\$0.35	\$0.00	\$6.73	\$0.06	\$0.00	\$0.00	\$50.36	\$68.06
Groundman 0-12 months (W/O CDL)	\$21.47	\$6.75	\$0.64	\$0.21	\$0.00	\$4.08	\$0.06	\$0.00	\$0.00	\$33.21	\$43.95
Groundman 0-21 Months (W/CDL)	\$23.46	\$6.75	\$0.70	\$0.23	\$0.00	\$4.46	\$0.06	\$0.00	\$0.00	\$35.66	\$47.39
Groundman 1 Year or More (W/CDL)	\$25.45	\$6.75	\$0.76	\$0.25	\$0.00	\$4.84	\$0.06	\$0.00	\$0.00	\$38.11	\$50.83
Traffic Signal Apprentices											
1st 1,000 hours	\$23.26	\$6.75	\$0.70	\$0.23	\$0.00	\$4.42	\$0.06	\$0.00	\$0.00	\$35.42	\$47.05
2nd 1,000 hours	\$25.20	\$6.75	\$0.76	\$0.25	\$0.00	\$4.79	\$0.06	\$0.00	\$0.00	\$37.81	\$50.41
3rd 1,000 hours	\$27.14	\$6.75	\$0.81	\$0.27	\$0.00	\$5.16	\$0.06	\$0.00	\$0.00	\$40.19	\$53.76
4th 1,000 hours	\$29.08	\$6.75	\$0.87	\$0.29	\$0.00	\$5.53	\$0.06	\$0.00	\$0.00	\$42.58	\$57.12
5th 1,000 hours	\$31.01	\$6.75	\$0.93	\$0.31	\$0.00	\$5.89	\$0.06	\$0.00	\$0.00	\$44.95	\$60.46
6th 1,000 hours	\$34.89	\$6.75	\$1.05	\$0.35	\$0.00	\$6.63	\$0.06	\$0.00	\$0.00	\$49.73	\$67.17

Apprentice Lineman	Percent											
1st 1,000 Hours	60.00	\$24.19	\$6.75	\$0.73	\$0.24	\$0.00	\$4.60	\$0.06	\$0.00	\$0.00	\$36.57	\$48.66
2nd 1,000 Hours	65.00	\$26.20	\$6.75	\$0.79	\$0.26	\$0.00	\$4.98	\$0.06	\$0.00	\$0.00	\$39.04	\$52.14
3rd 1,000 Hours	70.00	\$28.22	\$6.75	\$0.85	\$0.28	\$0.00	\$5.36	\$0.06	\$0.00	\$0.00	\$41.52	\$55.63
4th 1,000 Hours	75.00	\$30.23	\$6.75	\$0.91	\$0.30	\$0.00	\$5.74	\$0.06	\$0.00	\$0.00	\$43.99	\$59.11
5th 1,000 Hours	80.00	\$32.25	\$6.75	\$0.97	\$0.32	\$0.00	\$6.13	\$0.06	\$0.00	\$0.00	\$46.48	\$62.60
6th 1,000 Hours	85.00	\$34.26	\$6.75	\$1.03	\$0.34	\$0.00	\$6.51	\$0.06	\$0.00	\$0.00	\$48.95	\$66.09
7th 1,000 Hours	90.00	\$36.28	\$6.75	\$1.09	\$0.36	\$0.00	\$6.89	\$0.06	\$0.00	\$0.00	\$51.43	\$69.57

Special Calculation Note : Other is Safety & Education Fund.

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: Carpenter & Pile Driver SW District HevHwy

Change # : LCN01-2021fbLoc126

Craft : Carpenter **Effective Date :** 06/17/2021 **Last Posted :** 06/17/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$31.62		\$8.09	\$6.95	\$0.40	\$0.00	\$3.30	\$0.13	\$0.00	\$0.00	\$50.49	\$66.30
Pile Driver	\$29.34		\$6.63	\$6.95	\$0.40	\$0.00	\$1.97	\$0.10	\$0.00	\$0.00	\$45.39	\$60.06
Apprentice	Percent											
1st 6 Months	60.00	\$18.97	\$8.09	\$6.95	\$0.40	\$0.00	\$3.30	\$0.13	\$0.00	\$0.00	\$37.84	\$47.33
2nd 6 Months	65.00	\$20.55	\$8.09	\$6.95	\$0.40	\$0.00	\$3.30	\$0.13	\$0.00	\$0.00	\$39.42	\$49.70
3rd 6 Months	70.00	\$22.13	\$8.09	\$6.95	\$0.40	\$0.00	\$3.30	\$0.13	\$0.00	\$0.00	\$41.00	\$52.07
4th 6 Months	75.00	\$23.71	\$8.09	\$6.95	\$0.40	\$0.00	\$3.30	\$0.13	\$0.00	\$0.00	\$42.59	\$54.44
5th 6 Months	80.00	\$25.30	\$8.09	\$6.95	\$0.40	\$0.00	\$3.30	\$0.13	\$0.00	\$0.00	\$44.17	\$56.81
6th 6 Months	85.00	\$26.88	\$8.09	\$6.95	\$0.40	\$0.00	\$3.30	\$0.13	\$0.00	\$0.00	\$45.75	\$59.19
7th 6 Months	90.00	\$28.46	\$8.09	\$6.95	\$0.40	\$0.00	\$3.30	\$0.13	\$0.00	\$0.00	\$47.33	\$61.56
8th 6 Months	95.00	\$30.04	\$8.09	\$6.95	\$0.40	\$0.00	\$3.30	\$0.13	\$0.00	\$0.00	\$48.91	\$63.93

Special Calculation Note : Other is UBC National Fund.

Ratio :

1 Journeyman 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

Jurisdiction (* denotes special jurisdictional note) :

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

apprentice, if available, and if practical for the type of work being performed.

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Carpenter & Pile Driver
SW Zone 2

Change # : LCN01-2021fbLoc126

Craft : Carpenter Effective Date : 07/14/2021 Last Posted : 07/14/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$28.67		\$7.88	\$6.95	\$0.43	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$45.97	\$60.31
Pile Driver	\$25.84		\$6.62	\$6.95	\$0.40	\$0.00	\$0.91	\$0.10	\$0.00	\$0.00	\$40.82	\$53.74
Apprentice	Percent											
1st 3 Months	60.00	\$17.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.20	\$25.80
2nd 3 Months	60.00	\$17.20	\$7.88	\$0.00	\$0.43	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$27.55	\$36.15
2rd 6 Months	60.00	\$17.20	\$7.88	\$0.00	\$0.43	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$27.55	\$36.15
3rd 6 Months	65.00	\$18.64	\$7.88	\$0.00	\$0.43	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$28.99	\$38.30
4th 6 Months	65.00	\$18.64	\$7.88	\$0.00	\$0.43	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$28.99	\$38.30
5th 6 Months	70.00	\$20.07	\$7.88	\$6.95	\$0.43	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$37.37	\$47.40
6th 6 Months	75.00	\$21.50	\$7.88	\$6.95	\$0.43	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$38.80	\$49.55
7th 6 Months	80.00	\$22.94	\$7.88	\$6.95	\$0.43	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$40.24	\$51.70
8th 6 Months	85.00	\$24.37	\$7.88	\$6.95	\$0.43	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$41.67	\$53.85

Special Calculation Note : Other is for UBC National Fund.

Ratio :

After employing 1 Journeymen, the next carpenter employed may be an Apprentice. After the first apprentice is employed, the ratio of Apprentice to Journeymen shall not exceed 2 Journeymen for 1 Apprentice.

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, CLINTON, HAMILTON, WARREN

Special Jurisdictional Note :

Details :

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

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

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 132 (Cincinnati)

Change # : LCN01-2021fbLoc132

Craft : Cement Effective Date : 07/14/2021 Last Posted : 07/14/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$28.00		\$7.15	\$6.50	\$0.65	\$0.00	\$0.10	\$0.00	\$0.00	\$0.00	\$42.40	\$56.40
Apprentice	Percent											
1st yr	70.00	\$19.60	\$7.15	\$6.50	\$0.65	\$0.00	\$0.10	\$0.00	\$0.00	\$0.00	\$34.00	\$43.80
2nd yr	80.00	\$22.40	\$7.15	\$6.50	\$0.65	\$0.00	\$0.10	\$0.00	\$0.00	\$0.00	\$36.80	\$48.00
3rd yr	90.00	\$25.20	\$7.15	\$6.50	\$0.65	\$0.00	\$0.10	\$0.00	\$0.00	\$0.00	\$39.60	\$52.20

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, HAMILTON,
HIGHLAND, WARREN

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 212 Inside

Change # : LCN01-2021fbLoc212in

Craft : Electrical Effective Date : 06/07/2021 Last Posted : 06/03/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$32.32		\$7.00	\$9.72	\$0.58	\$0.00	\$2.55	\$0.65	\$0.00	\$0.00	\$52.82	\$68.98
Apprentice Indentured BEFORE 1/1/2017												
1st	\$12.93		\$7.00	\$0.39	\$0.23	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$20.90	\$27.37
2nd	\$14.22		\$7.00	\$0.43	\$0.26	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$22.26	\$29.37
3rd	\$15.84		\$7.00	\$4.77	\$0.29	\$0.00	\$1.50	\$0.65	\$0.00	\$0.00	\$30.05	\$37.97
4th	\$17.13		\$7.00	\$5.15	\$0.31	\$0.00	\$1.60	\$0.65	\$0.00	\$0.00	\$31.84	\$40.41
5th	\$18.75		\$7.00	\$5.64	\$0.34	\$0.00	\$1.65	\$0.65	\$0.00	\$0.00	\$34.03	\$43.41
6th	\$23.59		\$7.00	\$7.10	\$0.42	\$0.00	\$2.00	\$0.65	\$0.00	\$0.00	\$40.76	\$52.56
Apprentice Indentured AFTER 1/1/2017	Percent											
1st period 0-1000 hrs	45.00	\$14.54	\$7.00	\$0.44	\$0.26	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$22.59	\$29.87
2nd period 1000-2000 hrs	48.00	\$15.51	\$7.00	\$0.47	\$0.28	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$23.61	\$31.37
3rd period 2000-3500 hrs	50.00	\$16.16	\$7.00	\$4.86	\$0.29	\$0.00	\$1.55	\$0.65	\$0.00	\$0.00	\$30.51	\$38.59
4th period 3500-5000 hrs	52.00	\$16.81	\$7.00	\$5.05	\$0.30	\$0.00	\$1.60	\$0.65	\$0.00	\$0.00	\$31.41	\$39.81
5th period 5000-6500 hrs	57.00	\$18.42	\$7.00	\$5.54	\$0.33	\$0.00	\$1.65	\$0.65	\$0.00	\$0.00	\$33.59	\$42.80
6th period 6500-8000 hrs	68.00	\$21.98	\$7.00	\$6.61	\$0.40	\$0.00	\$1.90	\$0.65	\$0.00	\$0.00	\$38.54	\$49.53

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: Labor Local 265 Building

Change # : LCN01-2021fbLoc265

Craft : Laborer Effective Date : 06/29/2021 Last Posted : 06/29/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$23.05		\$7.50	\$9.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.25	\$51.78
Group 2	\$23.05		\$7.50	\$9.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.25	\$51.78
Group 3	\$23.05		\$7.50	\$9.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.25	\$51.78
Group 5	\$23.55		\$7.50	\$9.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.75	\$52.53
Group 6	\$23.80		\$7.50	\$9.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.00	\$52.90
Apprentice	Percent											
0-1000 Hours	60.00	\$13.83	\$7.50	\$9.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$31.03	\$37.95
1001 - 2000 Hours	70.00	\$16.13	\$7.50	\$9.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$33.33	\$41.40
2001 - 3000 Hours	80.00	\$18.44	\$7.50	\$9.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$35.64	\$44.86
3001 - 4000 Hours	90.00	\$20.75	\$7.50	\$9.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$37.95	\$48.32
More than 4000 Hours	100.00	\$23.05	\$7.50	\$9.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.25	\$51.78

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 :

Classification Descriptions :

Group 1

Building & Common Laborer, Asbestos Removal, Cement Mason Helpers, Hand Operated Mechanical Mule, Mechanical Mule, Mechanical Sweeper, Signaler, Flagger, Wrecking Laborer

Group 2

Bottom Man, Pipe Layer

Group 3

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 & Dingo

Group 5

Tunnel Laborer

Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 392

Change # : LCN01-2021fbLoc392

Craft : Plumber/Pipefitter Effective Date : 06/03/2021 Last Posted : 06/03/2021

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Plumber Pipefitter	\$35.21	\$8.38	\$13.59	\$0.54	\$0.00	\$0.00	\$0.48	\$0.00	\$0.00	\$58.20	\$75.81
Plumber Helper	\$21.33	\$7.30	\$6.59	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.72	\$46.38
Apprentice	Percent										
1st yr	45.00	\$15.84	\$8.18	\$0.95	\$0.54	\$0.00	\$0.00	\$0.48	\$0.00	\$25.99	\$33.92
2nd yr	50.00	\$17.60	\$8.18	\$0.95	\$0.54	\$0.00	\$0.00	\$0.48	\$0.00	\$27.75	\$36.56
3rd yr	55.00	\$19.37	\$8.18	\$7.47	\$0.54	\$0.00	\$0.00	\$0.48	\$0.00	\$36.04	\$45.72
4th yr	60.00	\$21.13	\$8.18	\$7.47	\$0.54	\$0.00	\$0.00	\$0.48	\$0.00	\$37.80	\$48.36
5th yr	75.00	\$26.41	\$8.18	\$13.59	\$0.54	\$0.00	\$0.00	\$0.48	\$0.00	\$49.20	\$62.40

Special Calculation Note : OTHER IS: SUPPLEMENTAL UNEMPLOYMENT BENEFITS.

Ratio :

- 1 Journeymen to 1 Apprentice
- 4 Journeymen to 2 Apprentices
- 6 Journeymen to 3 Apprentices
- 10 Journeymen to 4 Apprentices
- 16 Journeymen to 5 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, HAMILTON, WARREN

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Change # : LCN01-2021fbLoc669

Craft : Sprinkler Fitter Effective Date : 04/01/2021 Last Posted : 03/31/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	\$41.87		\$10.55	\$7.00	\$0.52	\$0.00	\$5.12	\$0.10	\$0.00	\$0.00	\$65.16	\$86.09
Apprentice Indentured after April 1, 2013	Percent											
CILASS 1	45.00	\$18.84	\$7.75	\$0.00	\$0.52	\$0.00	\$0.00	\$0.10	\$0.00	\$0.00	\$27.21	\$36.63
CLASS 2	50.00	\$20.93	\$7.75	\$0.00	\$0.52	\$0.00	\$0.00	\$0.10	\$0.00	\$0.00	\$29.30	\$39.77
CLASS 3	54.40	\$22.78	\$10.55	\$7.00	\$0.52	\$0.00	\$1.15	\$0.10	\$0.00	\$0.00	\$42.10	\$53.49
CLASS 4	59.40	\$24.87	\$10.55	\$7.00	\$0.52	\$0.00	\$1.15	\$0.10	\$0.00	\$0.00	\$44.19	\$56.63
CLASS 5	64.42	\$26.97	\$10.55	\$7.00	\$0.52	\$0.00	\$1.40	\$0.10	\$0.00	\$0.00	\$46.54	\$60.03
CLASS 6	69.40	\$29.06	\$10.55	\$7.00	\$0.52	\$0.00	\$1.40	\$0.10	\$0.00	\$0.00	\$48.63	\$63.16
CLASS 7	74.40	\$31.15	\$10.55	\$7.00	\$0.52	\$0.00	\$1.40	\$0.10	\$0.00	\$0.00	\$50.72	\$66.30
CLASS 8	79.42	\$33.25	\$10.55	\$7.00	\$0.52	\$0.00	\$1.40	\$0.10	\$0.00	\$0.00	\$52.82	\$69.45
CLASS 9	84.40	\$35.34	\$10.55	\$7.00	\$0.52	\$0.00	\$1.40	\$0.10	\$0.00	\$0.00	\$54.91	\$72.58
CLASS 10	89.40	\$37.43	\$10.55	\$7.00	\$0.52	\$0.00	\$1.40	\$0.10	\$0.00	\$0.00	\$57.00	\$75.72

Special Calculation Note : \$0.10 for Other is National Fire Sprinkler Association

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: Labor HevHwy 3

Change # : LCN01-2021fbLocalHevHwy3

Craft : Laborer Group 1 Effective Date : 05/01/2021 Last Posted : 04/21/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$33.27		\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.22	\$61.86
Group 2	\$33.44		\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.39	\$62.11
Group 3	\$33.77		\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.72	\$62.61
Group 4	\$34.22		\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$46.17	\$63.28
Watch Person	\$26.00		\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$37.95	\$50.95
Apprentice	Percent											
0-1000 hrs	60.00	\$19.96	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$31.91	\$41.89
1001-2000 hrs	70.00	\$23.29	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$35.24	\$46.88
2001-3000 hrs	80.00	\$26.62	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.57	\$51.87
3001-4000 hrs	90.00	\$29.94	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.89	\$56.86
More than 4000 hrs	100.00	\$33.27	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.22	\$61.86

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

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

MARION, MEIGS, MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, PAULDING, PERRY,
PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND,
ROSS, SCIOTO, SENECA, SHELBY, TUSCARAWAS,
UNION, VAN WERT, VINTON, WARREN,
WASHINGTON, WAYNE, WILLIAMS, WYANDOT

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

Details :

Group 1

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

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

Group 2

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

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

Group 3

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

Group 4

Miner, Welder, 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: Operating Engineers - HevHwy Zone II

Change # : LCN01-2021sksLoc18hevhwyl

Craft : Operating Engineer Effective Date : 08/13/2021 Last Posted : 08/13/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class A	\$39.14		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$55.09	\$74.66
Operator Class B	\$39.02		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$54.97	\$74.48
Operator Class C	\$37.98		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$53.93	\$72.92
Operator Class D	\$36.80		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.75	\$71.15
Operator Class E	\$31.34		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.29	\$62.96
Master Mechanic	\$39.39		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$55.34	\$75.03
Apprentice	Percent											
1st Year	50.00	\$19.57	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$35.52	\$45.31
2nd Year	60.00	\$23.48	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$39.43	\$51.18
3rd Year	70.00	\$27.40	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$43.35	\$57.05
4th Year	80.00	\$31.31	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.26	\$62.92
Field Mech Trainee Class 2												
1st year	50.00	\$19.57	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$35.52	\$45.31
2nd year	60.00	\$23.48	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$39.43	\$51.18
3rd year	70.00	\$27.40	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$43.35	\$57.05
4th year	80.00	\$31.31	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.26	\$62.92

Special Calculation Note : Other: Education & Safety Fund is \$0.09 per hour.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

For every (3) Operating Engineer Journeymen employed by ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, the company, there may be employed (1) Registered BELMONT, BROWN, BUTLER, CARROLL, Apprentice or Trainee Engineer through the referral when CHAMPAIGN, CLARK, CLERMONT, CLINTON, they are available. An Apprentice, while employed as part COSHOCTON, CRAWFORD, DARKE, DEFIANCE,

of a crew per Article VIII, paragraph 65 will not be subject to the apprenticeship ratios in this collective bargaining agreement

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); Hydro Vac/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

Prevailing Wage Rate

Skilled Crafts

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

Change # : LCN01-2021sksLoc18zone3

Craft : Operating Engineer **Effective Date :** 08/13/2021 **Last Posted :** 08/13/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Group A	\$39.14		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$55.09	\$74.66
Operator Group B	\$39.02		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$54.97	\$74.48
Operator Group C	\$37.98		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$53.93	\$72.92
Operator Group D	\$36.80		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.75	\$71.15
Operator Group E	\$31.34		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.29	\$62.96
Master Mechanic	\$39.39		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$55.34	\$75.03
Cranes 150'-180'	\$39.64		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$55.59	\$75.41
Cranes 180'-249'	\$40.14		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$56.09	\$76.16
Cranes 249' and over	\$40.39		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$56.34	\$76.53
Apprentice	Percent											
1st Year	50.00	\$19.57	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$35.52	\$45.31
2nd Year	60.00	\$23.48	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$39.43	\$51.18
3rd Year	70.00	\$27.40	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$43.35	\$57.05
4th Year	80.00	\$31.31	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.26	\$62.92
Field Mechanic Trainee												
1st Year	50.00	\$19.57	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$35.52	\$45.31
2nd Year	60.00	\$23.48	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$39.43	\$51.18
3rd Year	70.00	\$27.40	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$43.35	\$57.05
4th Year	80.00	\$31.31	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.26	\$62.92

Special Calculation Note : Other: Education & Safety \$0.09

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 apprenice, 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 sheepfoot post roller or grader; VAC/ALLS; Vibratory Compactors, with integral power; Welders.

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

Master Mechanics - Master Mechanic

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

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

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Carpenter Millwright Local 1090 SW Zone I

Change # : LCN01-2021sksLoc1066

Craft : Carpenter Effective Date : 09/22/2021 Last Posted : 09/22/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Millwright	\$31.68		\$7.93	\$6.95	\$0.49	\$0.00	\$6.94	\$0.16	\$0.00	\$0.00	\$54.15	\$69.99
Apprentice	Percent											
1st 6 months	60.00	\$19.01	\$7.93	\$4.27	\$0.49	\$0.00	\$4.16	\$0.16	\$0.00	\$0.00	\$36.02	\$45.52
2nd 6 months	65.00	\$20.59	\$7.93	\$4.61	\$0.49	\$0.00	\$4.51	\$0.16	\$0.00	\$0.00	\$38.29	\$48.59
3rd 6 months	70.00	\$22.18	\$7.93	\$4.94	\$0.49	\$0.00	\$4.86	\$0.16	\$0.00	\$0.00	\$40.56	\$51.64
4th 6 months	75.00	\$23.76	\$7.93	\$5.28	\$0.49	\$0.00	\$5.21	\$0.16	\$0.00	\$0.00	\$42.83	\$54.71
5th 6 months	80.00	\$25.34	\$7.93	\$5.61	\$0.49	\$0.00	\$5.55	\$0.16	\$0.00	\$0.00	\$45.08	\$57.76
6th 6 months	85.00	\$26.93	\$7.93	\$5.95	\$0.49	\$0.00	\$5.90	\$0.16	\$0.00	\$0.00	\$47.36	\$60.82
7th 6 months	90.00	\$28.51	\$7.93	\$6.28	\$0.49	\$0.00	\$6.25	\$0.16	\$0.00	\$0.00	\$49.62	\$63.88
8th 6 months	95.00	\$30.10	\$7.93	\$6.62	\$0.49	\$0.00	\$6.59	\$0.16	\$0.00	\$0.00	\$51.89	\$66.93

Special Calculation Note : Other (\$0.16) \$0.11 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 # : LCN01-2021sksLocSWDayton

Craft : Carpenter Effective Date : 10/06/2021 Last Posted : 10/06/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Floorlayer	\$27.12		\$7.93	\$6.95	\$0.43	\$0.00	\$1.95	\$0.13	\$0.00	\$0.00	\$44.51	\$58.07
Apprentice	Percent											
1st 3 months	65.00	\$17.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.63	\$26.44
2nd 3 months	65.00	\$17.63	\$7.93	\$0.00	\$0.43	\$0.00	\$1.95	\$0.13	\$0.00	\$0.00	\$28.07	\$36.88
2nd 6 months	65.00	\$17.63	\$7.93	\$0.00	\$0.43	\$0.00	\$1.95	\$0.13	\$0.00	\$0.00	\$28.07	\$36.88
3rd 6 months	70.00	\$18.98	\$7.93	\$0.00	\$0.43	\$0.00	\$1.95	\$0.13	\$0.00	\$0.00	\$29.42	\$38.92
4th 6 months	75.00	\$20.34	\$7.93	\$0.00	\$0.43	\$0.00	\$1.95	\$0.13	\$0.00	\$0.00	\$30.78	\$40.95
5th 6 months	80.00	\$21.70	\$7.93	\$6.95	\$0.43	\$0.00	\$1.95	\$0.13	\$0.00	\$0.00	\$39.09	\$49.93
6th 6 months	85.00	\$23.05	\$7.93	\$6.95	\$0.43	\$0.00	\$1.95	\$0.13	\$0.00	\$0.00	\$40.44	\$51.97
7th 6 months	90.00	\$24.41	\$7.93	\$6.95	\$0.43	\$0.00	\$1.95	\$0.13	\$0.00	\$0.00	\$41.80	\$54.00
8th 6 months	95.00	\$25.76	\$7.93	\$6.95	\$0.43	\$0.00	\$1.95	\$0.13	\$0.00	\$0.00	\$43.15	\$56.04

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: **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: Plasterer Local 132 (Cincinnati)

Change # : LCN02-2021fbLoc132

Craft : Plasterer Effective Date : 07/14/2021 Last Posted : 07/14/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plasterer	\$26.65		\$5.80	\$8.25	\$0.70	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$42.40	\$55.72
Apprentice	Percent											
1st 900 hours	70.00	\$18.65	\$5.80	\$0.00	\$0.70	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$26.15	\$35.48
2nd 900 hours	74.00	\$19.72	\$5.80	\$0.00	\$0.70	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$27.22	\$37.08
3rd 900 hours	78.00	\$20.79	\$5.80	\$7.25	\$0.70	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$35.54	\$45.93
4th 900 hours	82.00	\$21.85	\$5.80	\$7.25	\$0.70	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$36.60	\$47.53
5th 900 hours	86.00	\$22.92	\$5.80	\$7.25	\$0.70	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$37.67	\$49.13
6th 900 hours	90.00	\$23.98	\$5.80	\$7.25	\$0.70	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$38.74	\$50.73
7th 900 hours	94.00	\$25.05	\$5.80	\$7.25	\$0.70	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$39.80	\$52.33
8th 900 hours	98.00	\$26.12	\$5.80	\$7.25	\$0.70	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$40.87	\$53.93

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

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 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: Roofer Local 42

Change # : LCNO1-2020fbLoc42

Craft : Roofer Effective Date : 09/02/2020 Last Posted : 09/02/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	\$28.45		\$8.02	\$7.75	\$0.32	\$0.00	\$0.90	\$0.06	\$0.00	\$0.00	\$45.50	\$59.72
Tradesmen	\$22.76		\$8.02	\$6.20	\$0.00	\$0.00	\$0.90	\$0.03	\$0.00	\$0.00	\$37.91	\$49.29
Apprentice	Percent											
1st period	60.00	\$17.07	\$8.02	\$4.65	\$0.03	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$30.67	\$39.21
2nd period	70.00	\$19.91	\$8.02	\$5.42	\$0.03	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$34.28	\$44.24
3rd period	80.00	\$22.76	\$8.02	\$6.20	\$0.03	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$37.91	\$49.29

Special Calculation Note : Other is for Training Fund

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

Employer may employ 1 apprentice for every 2 journeymen ADAMS, BROWN, BUTLER, CLERMONT, in his employment. HAMILTON, HIGHLAND, 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: Ironworker Local 44

Change # : LCNO1-2021fbLoc44

Craft : Ironworker Effective Date : 06/24/2021 Last Posted : 06/24/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker Reinforcing	\$31.82		\$8.50	\$9.50	\$0.60	\$0.00	\$3.00	\$0.20	\$0.00	\$0.00	\$53.62	\$69.53
Structural	\$31.32		\$8.50	\$9.50	\$0.60	\$0.00	\$3.00	\$0.20	\$0.00	\$0.00	\$53.12	\$68.78
Ornamental	\$31.32		\$8.50	\$9.50	\$0.60	\$0.00	\$3.00	\$0.20	\$0.00	\$0.00	\$53.12	\$68.78
Machine Mover/Rigger	\$31.32		\$8.50	\$9.50	\$0.60	\$0.00	\$3.00	\$0.20	\$0.00	\$0.00	\$53.12	\$68.78
Conveyer Mechanic	\$31.32		\$8.50	\$9.50	\$0.60	\$0.00	\$3.00	\$0.20	\$0.00	\$0.00	\$53.12	\$68.78
Maintenance/Heavy Hwy	\$31.32		\$8.50	\$9.50	\$0.60	\$0.00	\$3.00	\$0.20	\$0.00	\$0.00	\$53.12	\$68.78
Welder A	\$31.57		\$8.50	\$9.50	\$0.60	\$0.00	\$3.00	\$0.20	\$0.00	\$0.00	\$53.37	\$69.15
Welder B	\$31.82		\$8.50	\$9.50	\$0.60	\$0.00	\$3.00	\$0.20	\$0.00	\$0.00	\$53.62	\$69.53
Sheeter	\$31.32		\$8.50	\$9.50	\$0.60	\$0.00	\$3.00	\$0.20	\$0.00	\$0.00	\$53.12	\$68.78
Fence Erector	\$29.75		\$8.50	\$9.50	\$0.60	\$0.00	\$3.00	\$0.20	\$0.00	\$0.00	\$51.55	\$66.42
Ironworker	\$31.32		\$8.50	\$9.50	\$0.60	\$0.00	\$3.00	\$0.20	\$0.00	\$0.00	\$53.12	\$68.78
Apprentice	Percent											
Apprentice												
1st yr A	60.00	\$19.09	\$8.50	\$9.50	\$0.60	\$0.00	\$0.75	\$0.20	\$0.00	\$0.00	\$38.64	\$48.19
1st yr B	65.00	\$20.68	\$8.50	\$9.50	\$0.60	\$0.00	\$0.75	\$0.20	\$0.00	\$0.00	\$40.23	\$50.57
2nd yr A	70.00	\$22.27	\$8.50	\$9.50	\$0.60	\$0.00	\$0.75	\$0.20	\$0.00	\$0.00	\$41.82	\$52.96
2nd yr B	75.00	\$23.87	\$8.50	\$9.50	\$0.60	\$0.00	\$0.75	\$0.20	\$0.00	\$0.00	\$43.42	\$55.35
3rd yr A	80.00	\$25.46	\$8.50	\$9.50	\$0.60	\$0.00	\$1.50	\$0.20	\$0.00	\$0.00	\$45.76	\$58.48
3rd yr B	85.00	\$27.05	\$8.50	\$9.50	\$0.60	\$0.00	\$1.50	\$0.20	\$0.00	\$0.00	\$47.35	\$60.87
4th yr A	90.00	\$28.64	\$8.50	\$9.50	\$0.60	\$0.00	\$2.25	\$0.20	\$0.00	\$0.00	\$49.69	\$64.01
4th yr B	95.00	\$30.23	\$8.50	\$9.50	\$0.60	\$0.00	\$2.25	\$0.20	\$0.00	\$0.00	\$51.28	\$66.39
4th yr C	100.00	\$31.82	\$8.50	\$9.50	\$0.60	\$0.00	\$2.25	\$0.20	\$0.00	\$0.00	\$52.87	\$68.78

Special Calculation Note : Other is Impact Fund Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS*, BROWN, BUTLER*, CLERMONT,

2 Journeymen to 2 Apprentice
10 Journeymen to 4 Apprentices

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. In 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.

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

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 71 Voice Data Video Outside

Change # : LCR01-2017fbLoc71VDV

Craft : Voice Data Video **Effective Date :** 10/18/2017 **Last Posted :** 10/18/2017

	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	\$23.46	\$5.50	\$0.70	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$29.96	\$41.69
Installer Technician II	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Equipment Operator I	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Equipment Operator II	\$18.43	\$5.50	\$0.55	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$24.78	\$33.99
Installer /Repair Outside	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Ground Driver W/CDL	\$15.83	\$5.50	\$0.47	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$22.10	\$30.01
Groundman	\$13.24	\$5.50	\$0.40	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$19.44	\$26.06
Cable Splicer	\$23.46	\$5.50	\$0.70	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$29.96	\$41.69

Special Calculation Note :

Ratio :

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.

Journeyman 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.

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 I: Able to operate a digger derrick or bucket truck. Have at least 5 years of experience and must have a valid CDL license.

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 downguys, 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 downguys, making up material, and getting appropriate tools for the job. Experience 0-5 years.

Prevailing Wage Rate

Skilled Crafts

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

Change # : LCR01-2021fbLoc123

Craft : Painter Effective Date : 05/01/2021 Last Posted : 04/21/2021

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Brush Roll	\$25.89	\$5.79	\$5.86	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.85	\$50.80
Paper Hanger	\$25.89	\$5.79	\$5.86	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.85	\$50.80
Spray Painter	\$26.39	\$5.79	\$5.86	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.35	\$51.55
Sand Blaster Water Blaster	\$26.64	\$5.79	\$5.86	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.60	\$51.92
Elevated Tanks	\$26.89	\$5.79	\$5.86	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.85	\$52.30
Apprentice											
1st Year	\$14.82	\$5.79	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.22	\$30.63
2nd Year	\$17.63	\$5.79	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.03	\$34.85
3rd Year	\$20.43	\$5.79	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.83	\$39.05
4th Year	\$21.84	\$5.79	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.24	\$41.16

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

Ratio :

(1) Journeymen to (1) Apprentice per jobsite

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT, CLINTON, HAMILTON, WARREN

Special Jurisdictional Note :

Details :

Industrial Work paid as commercial work above for each class which includes, Industrial Plants, repair garages, processing plants, storage tanks, warehouses, skeletons structures, bridges unless highest point of clearance is 60 feet or more whether new or old construction offices and office buildings in industrial sites are at industrial rates. Heavy & Highway Bridges- Guard Rails- Light Poles. A hazardous steeplejack rate shall apply on radio towers, stacks, light

towers, water towers, steeples, skeleton steel, and exterior industrial conveyors over 25 feet, where such items require steeplejack methods and the rate of pay shall be a \$1.00 per hour above the industrial rate. Steeplejack rate to apply to bridges where highest point of clearance is 60 feet.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Painter Local 123 & 238 Hvy Hwy

Change # : LCR01-2021fbLoc123

Craft : Painter Effective Date : 05/01/2021 Last Posted : 04/21/2021

	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	\$36.28	\$5.79	\$5.86	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.24	\$66.38
Bridge Painter, Rigger, Containment Builder, Spot Blaster Class 2	\$29.28	\$5.79	\$5.86	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.24	\$55.88
Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control, Boat Person Class 3	\$29.28	\$5.79	\$5.86	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.24	\$55.88
Concrete Sealing, Concrete Blasting/Power Washing, Etc. Class 4	\$29.28	\$5.79	\$5.86	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.24	\$55.88
Quality Control/Quality Assurance, Traffic Safety, Competent Person Class 5	\$29.28	\$5.79	\$5.86	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.24	\$55.88
Apprentice											
1st Year	\$20.58	\$5.79	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.98	\$39.27
2nd Year	\$24.21	\$5.79	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.61	\$44.71
3rd Year	\$27.84	\$5.79	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.24	\$50.16
4th Year	\$29.65	\$5.79	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.05	\$52.87

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

Ratio :

Jurisdiction (* denotes special jurisdictional

1 Journeyman to 1 Apprentice

note) :

BROWN, BUTLER, CLERMONT, CLINTON,
HAMILTON, WARREN

Special Jurisdictional Note :

Details :

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

Class 1 – Abrasive blasting of any kind.

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

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

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

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Painter Locals 123 & 238

Change # : LCR01-2021fbLoc123-238

Craft : Drywall Finisher Effective Date : 05/01/2021 Last Posted : 04/21/2021

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Drywall Finisher	\$25.89	\$5.79	\$5.86	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.85	\$50.80
Tapers and Finishers	\$25.89	\$5.79	\$5.86	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.85	\$50.80
Apprentice											
1st Year	\$14.83	\$5.79	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.23	\$30.64
2nd Year	\$17.63	\$5.79	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.03	\$34.85
3rd Year	\$20.43	\$5.79	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.83	\$39.05
4th Year	\$21.84	\$5.79	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.24	\$41.16

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: Electrical Local 212 Voice Data Video

Change # : LCR01-2021fbLoc212VDV

Craft : Voice Data Video Effective Date : 05/21/2021 Last Posted : 05/21/2021

	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	\$25.10		\$6.30	\$3.15	\$0.48	\$0.00	\$2.00	\$0.30	\$0.00	\$0.00	\$37.33	\$49.88
Electrical-Installer Technician B	\$23.85		\$6.30	\$3.12	\$0.45	\$0.00	\$2.00	\$0.30	\$0.00	\$0.00	\$36.02	\$47.95
JW Installer Technician	\$22.59		\$6.30	\$3.08	\$0.43	\$0.00	\$2.00	\$0.30	\$0.00	\$0.00	\$34.70	\$45.99
NON BICSI Installer	\$16.32		\$3.00	\$1.49	\$0.31	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$22.12	\$30.28
Cable Puller	\$12.55		\$3.00	\$0.38	\$0.24	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$16.42	\$22.69
Apprentice Indentured After 12/31/2017												
55.00	\$13.81		\$3.00	\$0.41	\$0.26	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$17.73	\$24.64
55.00	\$13.81		\$3.00	\$0.41	\$0.26	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$17.73	\$24.64
65.00	\$16.32		\$6.30	\$2.89	\$0.31	\$0.00	\$2.00	\$0.20	\$0.00	\$0.00	\$28.02	\$36.18
65.00	\$16.32		\$6.30	\$2.89	\$0.31	\$0.00	\$2.00	\$0.23	\$0.00	\$0.00	\$28.05	\$36.21
75.00	\$18.83		\$6.30	\$2.96	\$0.36	\$0.00	\$2.00	\$0.23	\$0.00	\$0.00	\$30.68	\$40.09
75.00	\$18.83		\$6.30	\$2.96	\$0.36	\$0.00	\$2.00	\$0.23	\$0.00	\$0.00	\$30.68	\$40.09
80.00	\$20.08		\$6.30	\$3.00	\$0.38	\$0.00	\$2.00	\$0.24	\$0.00	\$0.00	\$32.00	\$42.04
80.00	\$20.08		\$6.30	\$3.00	\$0.38	\$0.00	\$2.00	\$0.24	\$0.00	\$0.00	\$32.00	\$42.04
Apprentice Indentured Before 01/01/2018	Percent											
1st 800 Hours	50.00	\$12.55	\$6.30	\$0.38	\$0.24	\$0.00	\$0.25	\$0.30	\$0.00	\$0.00	\$20.02	\$26.30
2nd 800 - 1600 hours	50.00	\$12.55	\$6.30	\$0.38	\$0.24	\$0.00	\$0.25	\$0.30	\$0.00	\$0.00	\$20.02	\$26.30

3rd 1600 - 2400 hours	60.00	\$15.06	\$6.30	\$2.85	\$0.29	\$0.00	\$2.00	\$0.30	\$0.00	\$0.00	\$26.80	\$34.33
4th 2400 - 3200 hours	65.00	\$16.32	\$6.30	\$2.89	\$0.31	\$0.00	\$2.00	\$0.30	\$0.00	\$0.00	\$28.12	\$36.27
5th 3200 - 4000 hours	70.00	\$17.57	\$6.30	\$2.93	\$0.33	\$0.00	\$2.00	\$0.30	\$0.00	\$0.00	\$29.43	\$38.21
6th 4000 - 4800 hours	75.00	\$18.83	\$6.30	\$2.96	\$0.36	\$0.00	\$2.00	\$0.30	\$0.00	\$0.00	\$30.75	\$40.16

Special Calculation Note : Other is Health Reimbursement Account.

Ratio :

- 1 Technician to 2 Apprentices
- 2 Technician to 4 Apprentices
- 4 Technician to 8 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

BROWN, CLERMONT, HAMILTON

Special Jurisdictional Note :

Details :

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

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

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

Fire Alarm work shall not be part of this agreement.

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

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

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

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Labor Local 265A Mason Tender

Change # : LCR01-2021fboc265A

Craft : Laborer Effective Date : 06/29/2021 Last Posted : 06/29/2021

	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	\$22.65	\$7.50	\$9.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.85	\$51.17
Apprentice											
0 - 1000 Hours	\$13.59	\$7.50	\$9.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$30.79	\$37.58
1001 - 2000 Hours	\$15.86	\$7.50	\$9.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$33.06	\$40.99
2001 - 3000 Hours	\$18.12	\$7.50	\$9.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$35.32	\$44.38
3001 - 4000 Hours	\$20.39	\$7.50	\$9.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$37.59	\$47.78
More than 4000 Hours	\$22.65	\$7.50	\$9.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.85	\$51.17

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: Truck Driver Bldg & HevHwy Class 2
Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change # : LCRO1-2021fbBldgHevHwy

Craft : Truck Driver **Effective Date :** 05/21/2021 **Last Posted :** 05/21/2021

	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- Asphalt-Oil Spray bar men- 5 Axle & Over - Belly Dumps-End Dumps-Articulated Dump Trucks- Low boys-Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation-Truck Mechanics (when needed)	\$29.66	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.86	\$60.69
Apprentice	Percent										
First 6 months	80.00	\$23.73	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$39.93	\$51.79
7-12 months	85.00	\$25.21	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$41.41	\$54.02
13-18 months	90.00	\$26.69	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$42.89	\$56.24
19-24 months	95.00	\$28.18	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$44.38	\$58.47
25-30 months	100.00	\$29.66	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$45.86	\$60.69

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 :

** Asphalt - Oil spray bar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy Exhibit B District II

Change # : OCN01-2021fbCementHevHwy

Craft : Cement Mason **Effective Date :** 05/01/2021 **Last Posted :** 04/23/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$32.02		\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$50.59	\$66.60
Apprentice	Percent											
1st Year	70.00	\$22.41	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$40.98	\$52.19
2nd Year	80.00	\$25.62	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$44.19	\$56.99
3rd Year	90.00	\$28.82	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$47.39	\$61.80

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

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

ALLEN, AUGLAIZE, BROWN, BUTLER, CARROLL, CLERMONT, COLUMBIANA, DEFIANCE, ERIE, HAMILTON, HARDIN, HIGHLAND, HOLMES, HURON, LOGAN, LORAIN, MAHONING, MEDINA, MERCER, OTTAWA, PAULDING, PORTAGE, SANDUSKY, SENECA, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, VAN WERT, WARREN, WAYNE, WILLIAMS

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

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy Exhibit A District II

Change # : OCN01-2021fbCementHevHwy

Craft : Cement Mason **Effective Date :** 05/01/2021 **Last Posted :** 04/23/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$31.15		\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$49.72	\$65.29
Apprentice	Percent											
1st Year	70.00	\$21.80	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$40.37	\$51.28
2nd Year	80.00	\$24.92	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$43.49	\$55.95
3rd Year	90.00	\$28.03	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$46.60	\$60.62

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

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

ALLEN, AUGLAIZE, BROWN, BUTLER, CARROLL, CLERMONT, COLUMBIANA, DEFIANCE, ERIE, HAMILTON, HARDIN, HIGHLAND, HOLMES, HURON, LOGAN, LORAIN, MAHONING, MEDINA, MERCER, OTTAWA, PAULDING, PORTAGE, SANDUSKY, SENECA, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, VAN WERT, WARREN, WAYNE, WILLIAMS

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

Details :

SECTION 003200

GEOTECHNICAL DATA

PART 1 GENERAL

1.1 REPORT OF GEOTECHNICAL INVESTIGATION

- A. A report of geotechnical investigations has been prepared by Terracon Consultants Inc. Data is made available and is attached in Appendix B for the convenience of the Bidder; it is not guaranteed to represent conditions that may be encountered, *nor is it part of the Contract Documents*. Appendix B includes:
 - 1. “Geotechnical Engineering Report - The Banks, Lot 28 - Cincinnati, Ohio”, dated September 10, 2021.
- B. Refer to Section 310000 – Earthwork for additional information and disclaimer notes regarding geotechnical information.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION



Geotechnical Engineering Report

**The Banks Lot 28
Cincinnati, Hamilton County, Ohio**

September 10, 2021
Terracon Project No. N1205102

Prepared for:

Hamilton County Department of Administration Services
Cincinnati, Ohio

Prepared by:

Terracon Consultants, Inc.
Cincinnati, Ohio



September 10, 2021

Hamilton County Department of Administration Services
138 East Court Street, Room 607
Cincinnati, Ohio 45202



Attn: Mr. Phil Beck, AIA
P: (513) 946 4434
E: Phil.Beck@hamilton-co.org

Re: Geotechnical Engineering Report
The Banks Lot 28
W. Mehring Way & Elm Street
Cincinnati, Hamilton County, Ohio
Terracon Project No. N1205102

Dear Mr. Beck:

We have completed the Geotechnical Engineering services for the above referenced project. This study was performed in general accordance with Terracon Proposal No. PN1205102 dated August 12, 2021, and authorized on August 13, 2021. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,
Terracon Consultants, Inc.


S. Taylor Taluskie, P.E.
Project Engineer



Jeffrey D. Dunlap, P.E.
Senior Engineer/Group Manager
9/10/2021

REPORT TOPICS

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Note: This report was originally delivered in a web-based format. For more interactive features, please view your project online at client.terracon.com.

ATTACHMENTS

EXPLORATION AND TESTING PROCEDURES
SITE LOCATION AND EXPLORATION PLANS
EXPLORATION RESULTS
SUPPORTING INFORMATION

Note: Refer to each individual Attachment for a listing of contents.

Geotechnical Engineering Report

The Banks Lot 28

W. Mehring Way & Elm Street

Cincinnati, Hamilton County, Ohio

Terracon Project No. N1205102

September 10, 2021

INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the proposed Walk of Fame to be located at W. Mehring Way & Elm Street in Cincinnati, Hamilton County, Ohio. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater conditions
- Site preparation and earthwork
- Shallow foundations
- Lateral earth pressures
- Existing deep foundations
- Seismic site classification per IBC

The geotechnical engineering Scope of Services for this project included the advancement of 3 CPT soundings to depths ranging from approximately 28 to 43 feet below existing site grades.

Maps showing the site and exploration locations are shown in the **Site Location** and **Exploration Plan** sections, respectively. The results of the exploration are included on the boring and CPT logs in the **Exploration Results** section.

SITE CONDITIONS

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic and topographic maps.

Item	Description
Parcel Information	The project is generally bordered by Elm Street on the west, W. Mehring Way on the south, and The Banks Lots 27 and 23 on the north and east in Cincinnati, Hamilton County, Ohio. Approximate Latitude/Longitude: 39.0948° N, 84.5136° W (See Site Location)
Existing Improvements	Existing Elm Street and Mehring Way to the west and south. Existing plaza area with buildings to the north and east. Existing underground utilities.

Geotechnical Engineering Report

The Banks Lot 28 ■ Cincinnati, Hamilton County, Ohio
September 10, 2021 ■ Terracon Project No. N1205102



Item	Description
Current Ground Cover	Exposed gravel in the proposed project area, with some areas of existing pavement beneath the exposed gravel.
Existing Topography (from Google Earth Pro™)	Existing grades within the proposed project area generally range from about El. 487 to 489 feet. The site grades typically gradually slope downward from north to southwest.
Geology	The soils at the site typically consist of a mantle of man-placed fill underlain by interbedded layers of fine-grained and granular alluvium which are underlain by granular outwash with some layers of cohesive lakebed soils. According to USGS, the site is underlain by the Point Pleasant Formation, which is comprised of interbedded limestone (60%) and shale (40%). Shale and limestone bedrock was encountered around 90 feet below existing grades in archive test borings performed outside the project area.

PROJECT DESCRIPTION

Our initial understanding of the project was provided in our proposal and our final understanding of the project conditions is as follows:

Item	Description
Information Provided	Information was provided during our meeting with THP Ltd. on March 4, 2020. THP Limited provided the following pdf drawings and other grading information via email on August 25, 2021. ■ 1906.01_Bngls.Lt28_A101 - LOWER LEVEL FLOOR PLAN ■ 1906.01_Bngls.Lt28_A102 - UPPER LEVEL FLOOR PLAN ■ S101 PH3 - Lower Level Foundation Plan-S101A
Project Description	The project will consist of ramps and steps to the proposed Music Venue site (Lot 27) from the corner of Mehring Way and Elm Street. The project is referred to as the Walk of Fame.
Proposed Structures	Retaining walls to support proposed fill materials and steps will surround the site. The north wall will also support the plaza level for the Music Venue located immediately north of the site.
Construction	Perimeter site retaining walls are anticipated to consist of cast-in-place reinforced concrete supported on augercast piles that have already been installed at the site as part of The Banks Phase 3B project. Support of the retaining walls will likely require the construction of several deep-section grade beams spanning between existing piles. Interior retaining walls for steps and ramps will consist of concrete, cantilevered retaining walls supported on the proposed structural fill materials. These interior retaining walls are anticipated to have a maximum height of about 3 to 4 feet. Ramps, steps, and sidewalks are anticipated to consist of concrete and pavers.

Item	Description
Grading/Slopes	The proposed grades at the site are anticipated to range from about Elevation 487 feet at the southwest corner of the site to about Elevation 503 feet near the northeast corner of the site. As a result, up to about 14 feet of new fill is proposed near the northeast corner of the site. The proposed grades gradually slope upward from southwest to northeast. The new fill will be placed over some existing underground sewers that have inverts about 12 feet below existing site grades.

GEOTECHNICAL CHARACTERIZATION

We have developed a general characterization of the subsurface soil and groundwater conditions based upon our review of the data and our understanding of the geologic setting and planned construction. The following table provides our geotechnical characterization.

The geotechnical characterization forms the basis of our geotechnical calculations and evaluation of site preparation. As noted in **General Comments**, the characterization is based upon widely spaced exploration points across the site, and variations are likely.

Stratum	Approximate Depth to Bottom of Stratum (feet)	Material Description	Consistency/Density
Surface	6 to 10 inches	Gravel	N/A
1	4.5	Uncontrolled Fill consisting of clay soil with varying amounts of sand and gravel, sand with varying amounts of fines and gravel, cinders, and slag	Variable
2	21 to 28	Alluvial silts and clays with interbedded sand seams	Medium stiff to stiff
3	All CPT soundings terminated in this stratum	Sand and gravel	Medium dense to dense

The CPT sounding/boring locations are shown in the **Exploration Plan** section attached to this report. Conditions encountered at each exploration location are indicated on the individual boring and CPT logs shown in the **Exploration Results** section and are attached to this report. Stratification boundaries on the boring logs represent the approximate location of changes in native soil types; in situ, the transition between materials may be gradual. The material behavior types on the CPT logs are based on correlations of the CPT tip resistance, sleeve resistance, friction ratio and pore pressure, and no soil samples were collected in the CPT soundings.

Groundwater Conditions

Groundwater was observed at depths of about 37 feet below the existing grade at exploration point 202. Groundwater was not encountered at the remaining exploration points. This does not necessarily mean the exploration terminated above groundwater or that the water levels above represent long-term groundwater table levels. Due to the low permeability of the soils encountered in the borings, a relatively long period may be necessary for a groundwater level to develop and stabilize in a borehole. Long-term observations in piezometers or observation wells sealed from the influence of surface water are often required to define groundwater levels in materials of this type.

Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the borings were performed. Therefore, groundwater levels during construction or at other times in the life of the roadway structure may be higher or lower than the levels indicated on the boring logs. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project. Data from USGS indicates that the Ohio River was at about Elevation 456 during the time of the subsurface exploration

GEOTECHNICAL OVERVIEW

Exploration for this project encountered a surficial layer of gravel underlain by uncontrolled fill with rubble to a depth of about 4.5 feet below the existing grade. We used SPT soil sampling methods to sample and penetrate the rubble fill and then began pushing the CPT soundings. The CPT soundings encountered alluvial silts and clays with interbedded sand seams. Below the silts/clays, the soundings terminated in sand and gravel soils.

Based on our settlement analyses, we estimate about 1½ inches or less of foundation soil settlement for the proposed maximum 14.5 feet of new fill. At the edge, adjacent to the existing music hall/plaza, we expect maximum foundation soil settlement will be about ¾ inches or less. We estimate less than 1 inch of foundation soil settlement to occur at or below the existing sewer pipe invert elevations.

Within the new fill, we estimate about 1/8 inches of settlement for each 12 inches of new fill placed. We estimated that about 50% of the settlement within the new fill will occur as the fill is being placed and the remaining settlement of the new fill will occur within about 15 days of being placed. We recommend that the construction schedule allow time for the fill-induced settlement to slow to a rate of less than ¼ inches over a 10-day period. We anticipate that 50% of consolidation will occur in about 10 to 15 days and that 90% of consolidation will occur in about 30 to 45 days. We recommend that settlement be monitored with settlement plates and settlement hubs.

Existing augercast piles, installed previously, are planned to be used for support of the site perimeter retaining walls. The piles were originally designed for a capacity of 125 tons. The

estimated down drag load on the existing piles along the existing plaza level is 35 kips, or about 14% of allowable pile capacity. Based on an email from THP Limited, only about 70% of the existing pile capacity will be needed for support of the proposed retaining walls.

Interior retaining walls with maximum anticipated heights of 3 to 4 feet can be supported on spread footings bearing on at least 3 feet of new structural fill. This will require partial undercut and replacement of undocumented existing fill and rubble fill with new structural fill where less than about 5 to 6 feet of new structural fill is proposed. The majority of the foundation soil settlement due to new fill placement should be allowed to occur prior to constructing interior retaining walls, ramps and steps.

Support of footings, ramps and steps, on or above existing fill soils, is discussed in this report. However, even with the recommended construction procedures, there is inherent risk for the owner that compressible fill or unsuitable material, within or buried by the fill will, not be discovered. This risk of unforeseen conditions cannot be eliminated without completely removing the existing fill, but can be reduced by following the recommendations contained in this report.

The **General Comments** section provides an understanding of the report limitations.

EARTHWORK

Earthwork is anticipated to include clearing and grubbing, excavations, and fill placement. The following sections provide recommendations for use in the preparation of specifications for the work. Recommendations include critical quality criteria, as necessary, to render the site in the state considered in our geotechnical engineering evaluation for foundations and retaining walls.

Site Preparation

Prior to placing fill, existing vegetation and root mat should be removed. Complete stripping of the surficial gravel should be performed across the site. The gravel can be stockpiled for later use if the stockpiled material meets the parameters of this report.

The subgrade should be proof-rolled with an adequately loaded vehicle such as a fully-loaded tandem-axle dump truck. The proof-rolling should be performed under the direction of the Geotechnical Engineer. Areas excessively deflecting under the proof-roll should be delineated and subsequently addressed by the Geotechnical Engineer. Such areas should either be removed and replaced with engineered fill. Excessively wet or dry material should either be removed or moisture conditioned and recompacted.

Existing Fill

As noted in **Geotechnical Characterization**, all recent exploration points encountered existing fill to depths of at least 4.5 to 5 feet. The fill appears to have been placed with some compactive

Geotechnical Engineering Report

The Banks Lot 28 ■ Cincinnati, Hamilton County, Ohio
September 10, 2021 ■ Terracon Project No. N1205102



effort, but we have no records to indicate the degree of control. Support of footings, ramps and steps, on or above existing fill soils, is discussed in this report. However, even with the recommended construction procedures, there is inherent risk for the owner that compressible fill or unsuitable material, within or buried by the fill will, not be discovered. This risk of unforeseen conditions cannot be eliminated without completely removing the existing fill, but can be reduced by following the recommendations contained in this report.

If the owner elects to construct the interior retaining wall footings, ramp slabs and steps on or above the existing fill, the following protocol should be followed. Once the planned grading has been completed, the area should be undercut at least 3 feet beyond the plan area of the structures such that at least 3 feet of new structural fill is present below the design footing bearing elevation or below the design subgrade elevation of the ramp slabs and steps. Once materials have been removed, the entire area should be proofrolled with heavy, rubber tire construction equipment, to aid in delineating areas of soft or otherwise unsuitable soil. Once unsuitable materials have been remediated, and the subgrade has passed the proofroll test, the existing and undocumented fill that was removed can be evaluated for reuse as structural fill.

Fill Material Types

Our settlement analyses consider that all fill material will have an *in situ* total unit weight of 120 pounds per square foot (pcf) maximum. Earthen materials used for structural fill should meet the following material property requirements:

Soil Type ¹	USCS Classification	Acceptable Parameters (for Structural Fill)
Low Plasticity Cohesive	CL, CL-ML ML, SM, SC	Liquid Limit less than 40 Plasticity index less than 25 Less than 25% retained on No. 200 sieve
High Plasticity Cohesive	CH, MH	Not recommended for this project
Granular	GW, GP, GM, GC, SW, SP, SM, SC	Less than 15% Passing No. 200 sieve

1. Structural fill should consist of approved materials free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the Geotechnical Engineer for evaluation prior to use on this site.

Fill Compaction Requirements

Structural fill should meet the following compaction requirements.

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Item	Structural Fill
Maximum Lift Thickness	8 inches or less in loose thickness when heavy, self-propelled compaction equipment is used 4 to 6 inches in loose thickness when hand-guided equipment (i.e. jumping jack or plate compactor) is used
Minimum Compaction Requirements ^{1, 2}	95% of maximum dry density
Water Content Range ¹	Low plasticity cohesive: -2% to +3% of optimum Granular: -3% to +3% of optimum
1. Maximum density and optimum water content as determined by the standard Proctor test (ASTM D 698). 2. If the granular material is a coarse sand or gravel, or of a uniform size, or has a low fines content, compaction comparison to relative density may be more appropriate. In this case, granular materials should be compacted to at least 70% relative density (ASTM D 4253 and D 4254).	

Grading and Drainage

All grades must provide effective drainage away from the proposed structures during and after construction and should be maintained throughout the life of the structure. Water retained next to the retaining walls, ramp slabs and steps can result in soil movements greater than those discussed in this report. Greater movements can result in unacceptable differential slab and/or foundation movements, cracked slabs and retaining walls. Collected stormwater should daylight into existing storm sewer structures.

Exposed ground should be sloped and maintained at a minimum 5% away from the building for at least 10 feet beyond the perimeter of the building. Locally, flatter grades may be necessary to transition ADA access requirements for flatwork. After building construction and landscaping have been completed, final grades should be verified to document effective drainage has been achieved. Grades around the structure should also be periodically inspected and adjusted, as necessary, as part of the structure's maintenance program. Where paving or flatwork abuts structures, a maintenance program should be established to effectively seal and maintain joints and prevent surface water infiltration.

Earthwork Construction Considerations

Shallow excavations for the proposed structure are anticipated to be accomplished with conventional construction equipment. Upon completion of filling and grading, care should be taken to maintain the subgrade water content prior to construction of walkway pavements. Construction traffic over the completed subgrades should be avoided. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. Water collecting over or adjacent to construction areas should be removed. If the subgrade freezes, desiccates, saturates, or is disturbed, the affected material should be removed, or the materials should be scarified, moisture conditioned, and recompacted prior to floor slab construction.

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As a minimum, excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, and in accordance with any applicable local, and/or state regulations.

Construction site safety is the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety, or the contractor's activities; such responsibility shall neither be implied nor inferred.

Construction Observation and Testing

The earthwork efforts should be monitored under the direction of the Geotechnical Engineer. Monitoring should include documentation of adequate removal of vegetation and topsoil, proof-rolling, and mitigation of areas delineated by the proof-roll to require mitigation.

Each lift of compacted fill should be tested, evaluated, and reworked, as necessary, until approved by the Geotechnical Engineer prior to placement of additional lifts. Each lift of fill should be tested for density and water content at a frequency of at least one test for every 2,500 square feet of compacted fill in the building areas and 5,000 square feet in pavement areas.

In areas of wall foundation excavations, the bearing subgrade should be evaluated under the direction of the Geotechnical Engineer. If unanticipated conditions are encountered, the Geotechnical Engineer should prescribe mitigation options.

In addition to the documentation of the essential parameters necessary for construction, the continuation of the Geotechnical Engineer into the construction phase of the project provides the continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including assessing variations and associated design changes.

Fill-Induced Settlement

Up to 14.5 feet of fill is planned in some areas of the project site. Some degree of fill-induced foundation soil settlement should be anticipated. Based on our settlement analyses, we estimate about 1½ inches or less of foundation soil settlement for the proposed maximum 14.5 feet of new fill. At the edge, adjacent to the existing music hall/plaza, we expect maximum foundation soil settlement will be about ¾ inches or less. We estimate less than 1 inch of foundation soil settlement to occur at or below the existing sewer pipe invert elevations.

We estimated that about 50% of the settlement within the new fill will occur as the fill is being placed and the remaining settlement of the new fill will occur within about 15 days of being placed. We recommend that the construction schedule allow time for the fill-induced settlement to slow to a rate of less than ¼ inches over a 10-day period. We anticipate that 50% of consolidation will

occur in about 10 to 15 days and that 90% of consolidation will occur in about 30 to 45 days. We recommend that settlement be monitored with settlement plates and settlement hubs.

In addition, our experience indicates settlement within the structural fill itself could be on the general order of approximately 1/8-inch per foot of new fill placed, in addition to the anticipated foundation soil settlement. While most of the settlement within the new structural fill and some foundation soil settlement will occur during fill placement, some movements will likely occur after completion of placement. It is our recommendation to monitor fill mass settlements in the fill placement area by means of settlement plates installed before placing fill and driven hubs into the finished subgrade. The installed points can be monitored using conventional level survey measurements. Settlement plates should be monitored on a weekly basis while placing fill. Measurements on the driven hubs should be taken immediately after topping out the fill. After fill placement is complete, all points (hubs and plate attachments) should be measured at least once or twice per week until no more than a 1/4-inch of settlement is measured over a 10-day period. At that time, the construction of ramps, retaining walls, steps or other structures over the fill can take place.

Due to the estimated fill-induced foundation soil settlement, settlement will occur in the soils in contact with the existing augercast piles. This settlement in the soils along the existing piles will result in down drag loads applied to the existing piles. The estimated down drag loads of the piles is 35 kips, where the maximum 14.5 feet of new fill is planned.

SHALLOW FOUNDATIONS

If the site has been prepared in accordance with the requirements noted in **Earthwork**, the following design parameters are applicable for shallow foundations of interior retaining walls with heights less than 4 feet. Since undocumented existing fill will remain below the retaining wall footings, construction joints need to be incorporated into the retaining wall design to allow potential for unanticipated total and differential settlement of the retaining wall footings bearing above the existing undocumented fill soils. Perimeter site retaining walls should be supported on grade beams spanning between the existing pile foundations.

Design Parameters – Compressive Loads

Item	Description
Maximum Net Allowable Bearing pressure ^{1, 2}	2,000 psf (foundations bearing within structural fill – minimum 3 feet of new fill beneath bearing elevation)
Required Bearing Stratum ³	At least 3 feet of new structural fill should be present below the design bearing elevation.
Minimum Foundation Dimensions	Continuous: 24 inches

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Item	Description
Ultimate Passive Resistance⁴ (equivalent fluid pressures)	295 pcf (cohesive backfill) 390 pcf (granular backfill)
Ultimate Coefficient of Sliding Friction⁵	0.3 (structural fill -clay) 0.4 (structural fill - granular material)
Minimum Embedment below Finished Grade⁶	Exterior footings in unheated areas: 30 inches
Estimated Total Settlement from Structural Loads²	Less than about 1 inch
Estimated Differential Settlement^{2, 7}	About ½ to 2/3 of total settlement

1. The maximum net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation. An appropriate factor of safety has been applied. Values assume that exterior grades are no steeper than 20% within 10 feet of structure.
2. Values provided are for maximum loads noted in **Project Description**.
3. Unsuitable or soft soils should be over-excavated and replaced per the recommendations presented in the **Earthwork**.
4. Use of passive earth pressures require the sides of the excavation for the spread footing foundation to be nearly vertical and the concrete placed neat against these vertical faces or that the footing forms be removed and compacted structural fill be placed against the vertical footing face. If passive pressure is used to resist lateral loads on the footings, sliding resistance should not be used to resist lateral loads on the footings.
5. Can be used to compute sliding resistance where foundations are placed on suitable soil/materials. Should be neglected for foundations subject to net uplift conditions. If sliding resistance is used to resist lateral loads on the footings, passive earth pressure should not be used to resist lateral loads applied to the footings.
6. Embedment necessary to minimize the effects of frost and/or seasonal water content variations. For sloping ground, maintain depth below the lowest adjacent exterior grade within 5 horizontal feet of the structure.
7. Differential settlements are as measured over a span of 50 feet.

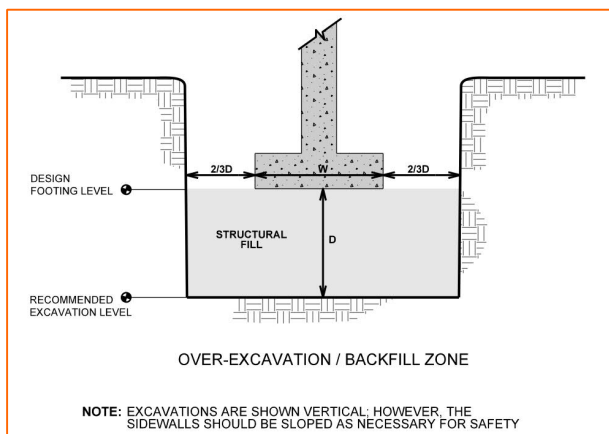
Foundation Construction Considerations

As noted in **Earthwork**, the footing excavations should be evaluated under the direction of the Geotechnical Engineer. The base of all foundation excavations should be free of water and loose soil, prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Care should be taken to prevent wetting or drying of the bearing materials during construction. Excessively wet or dry material or any loose/disturbed material in the bottom of the footing excavations should be removed/reconditioned before foundation concrete is placed.

Over-excavation for structural fill placement below footings (required where existing fill will be present within 3 feet of the design bearing elevation) should be conducted as shown below. The over-excavation should be backfilled up to the footing base elevation, with lean clay or granular material with at least 15% fines placed, as recommended in the **Earthwork** section.

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SEISMIC CONSIDERATIONS

The seismic design requirements for buildings and other structures are based on Seismic Design Category. Site Classification is required to determine the Seismic Design Category for a structure. The Site Classification is based on the upper 100 feet of the site profile defined by a weighted average value of either shear wave velocity, standard penetration resistance, or undrained shear strength in accordance with Section 20.4 of ASCE 7 and the International Building Code (IBC). Based on the soil properties encountered at the site and as described on the exploration logs and results, it is our professional opinion that the **Seismic Site Classification is D**. Subsurface explorations at this site were extended to a maximum depth of 43 feet. The site properties below the boring depth to 100 feet were estimated based on our experience at the Banks Project and knowledge of geologic conditions of the general area. Additional deeper borings or geophysical testing could be performed to confirm the conditions below the current boring depth.

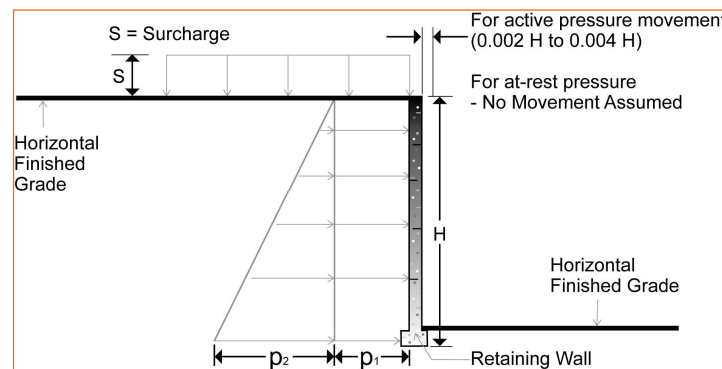
LATERAL EARTH PRESSURES

Design Parameters

Structures with unbalanced backfill levels on opposite sides should be designed for earth pressures at least equal to values indicated in the following table. Earth pressures will be influenced by structural design of the walls, conditions of wall restraint, methods of construction and/or compaction and the strength of the materials being restrained. Two wall restraint conditions are shown in the diagram below. Active earth pressure is commonly used for design of free-standing cantilever retaining walls and assumes wall movement. The “at-rest” condition assumes no wall movement and is commonly used for basement walls, loading dock walls, or other walls restrained at the top. The recommended design lateral earth pressures do not include a factor of safety and do not provide for possible hydrostatic pressure on the walls (unless stated).

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We have not been provided specific details of the proposed retaining walls. We respectfully request the opportunity to review the retaining wall drawings before they are finalized.

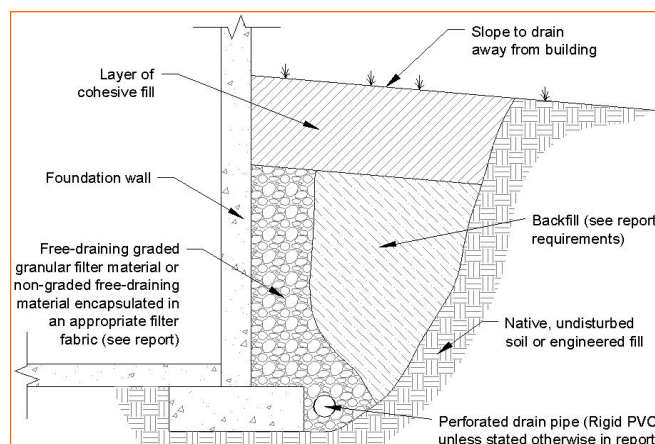
Lateral Earth Pressure Design Parameters				
Earth Pressure Condition ¹	Coefficient for Backfill Type ²	Surcharge Pressure ^{3, 4, 5} p_1 (psf)	Effective Fluid Pressures (psf) ^{2, 4, 5}	
			Unsaturated ⁶	Submerged ⁶
Active (K_a)	Granular - 0.31	$(0.31)S$	$(38)H$	$(80)H$
	Fine Grained - 0.41	$(0.41)S$	$(50)H$	$(85)H$
At-Rest (K_o)	Granular - 0.47	$(0.47)S$	$(56)H$	$(90)H$
	Fine Grained - 0.58	$(0.58)S$	$(70)H$	$(95)H$
Passive (K_p)	Granular - 3.25	---	$(390)H$	$(250)H$
	Fine Grained - 2.46	---	$(295)H$	$(205)H$

1. For active earth pressure, wall must rotate about base, with top lateral movements 0.002 H to 0.004 H, where H is wall height. For passive earth pressure, wall must move horizontally to mobilize resistance.
2. Uniform, horizontal backfill, compacted to at least 95% of the ASTM D 698 maximum dry density, rendering a maximum unit weight of 120 pcf.
3. Uniform surcharge, where S is surcharge pressure.
4. Loading from heavy compaction equipment is not included.
5. No safety factor is included in these values.
6. To achieve "Unsaturated" conditions, follow guidelines in **Subsurface Drainage for Below-Grade Walls** below. "Submerged" conditions are recommended when drainage behind walls is not incorporated into the design.

Backfill placed against structures should consist of granular soils or low plasticity cohesive soils. For the granular values to be valid, the granular backfill must extend out and up from the base of the wall at an angle of at least 45 and 60 degrees from vertical for the active and passive cases, respectively. Lightweight compaction equipment should only be used within 5 feet of retaining walls having heights less than 10 feet and within 10 feet for retaining walls having heights of 10 feet or more to limit compaction stresses on the retaining walls.

Subsurface Drainage for Below-Grade Walls

A perforated rigid plastic drain line installed behind the base of walls and extends below adjacent grade is recommended to prevent hydrostatic loading on the walls. The invert of a drain line around a below-grade building area or exterior retaining wall should be placed near foundation bearing level. The drain line should be sloped to provide positive gravity drainage to daylight or to a sump pit and pump. The drain line should be surrounded by clean, free-draining granular material having less than 5% passing the No. 200 sieve, such as No. 57 aggregate. The free-draining aggregate should be encapsulated in a filter fabric. The granular fill should extend to the final grade, where it should be capped with pavement or at least 18 inches of compacted lean clay soil to reduce infiltration of surface water into the drain system. The layer of cohesive fill in the drawing below is not necessary for areas capped with concrete.



As an alternative to free-draining granular fill, a pre-fabricated drainage structure may be used. A pre-fabricated drainage structure is a plastic drainage core or mesh which is covered with filter fabric to prevent soil intrusion, and is fastened to the wall prior to placing backfill

GENERAL COMMENTS

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

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Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client, and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

ATTACHMENTS

EXPLORATION AND TESTING PROCEDURES

Field Exploration

Number of Exploration Points	Depth (feet)	Planned Location
3	28 to 43	Project area

Layout and Elevations: Terracon personnel provided the field exploration layout. Coordinates were obtained with a handheld GPS unit (estimated horizontal accuracy of about ± 1 foot) and approximate elevations were also measured. If elevations and a more precise exploration layout are desired, we recommend borings be surveyed following completion of fieldwork.

Subsurface Exploration Procedures: We advanced the Cone Penetration Test (CPT) soundings with a track-mounted drill rig. The upper 4 to 5 feet required augering to avoid damage to the CPT equipment and was advanced using hollow-stem augers. Soil sampling was performed using split-barrel sampling procedures in the upper 4 to 5 feet of the explorations. In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon is driven into the ground by a 140-pound automatic hammer falling a height of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the SPT resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. The samples were placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer or geologist.

Beginning at 4 to 5 feet below grade, Cone Penetration Test (CPT) soundings were performed in general accordance with industry-standard procedures (ASTM D5778) with continuous data collection. CPT soundings were performed with a penetrometer device consisting of a cone-shaped sounding tip attached to steel rods with flush joint couplings. The cone tip contains load cells to measure cone tip penetration resistance, sleeve friction resistance, and pore-pressure transducers. The tilt angle of the penetrometer was also measured by an inclinometer located within the sounding tip. The CPT was logged electronically in the field. The data collected from the CPT was reduced and is presented graphically, including the tip resistance, sleeve resistance, a ratio of sleeve to tip resistance, pore pressure, and interpreted soil classifications (based upon published correlations) with depth. We also collected pore pressure dissipation test data at CPT soundings 202 and 203.

The sampling depths, penetration distances, and other sampling information was recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing and classification by a Geotechnical Engineer. Our exploration team prepared field boring logs as part of the drilling operations. These field logs included visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. Final boring logs were prepared from the field logs. The final boring logs and CPT

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sounding logs represent the Geotechnical Engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

Laboratory Testing

Due to the exploration methods used on this project, limited soil samples were collected and no laboratory testing was performed.

SITE LOCATION AND EXPLORATION PLANS

Contents:

Site Location Plan

Exploration Plan

Note: All attachments are one page unless noted above.

SITE LOCATION

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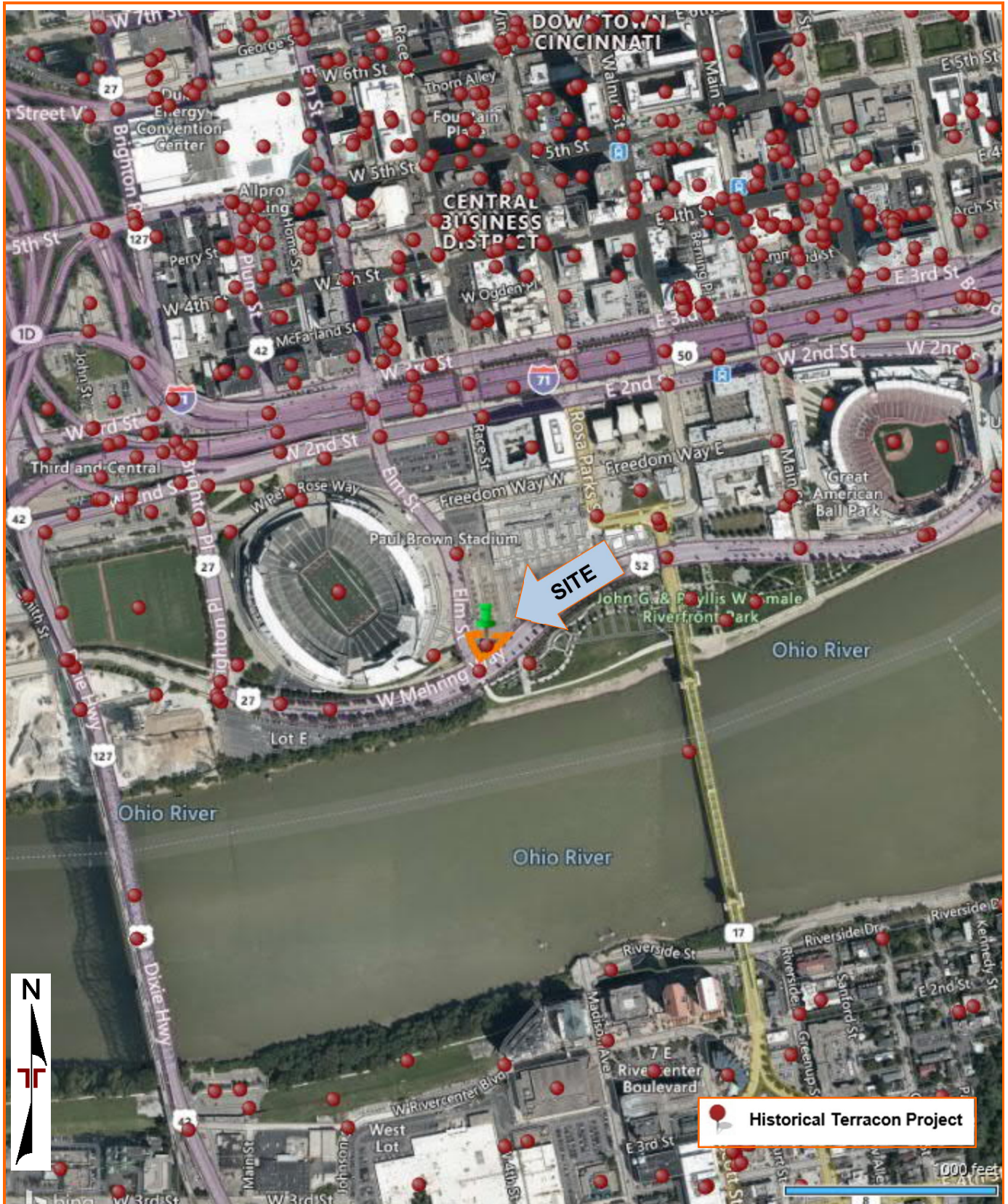


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXPLORATION PLAN

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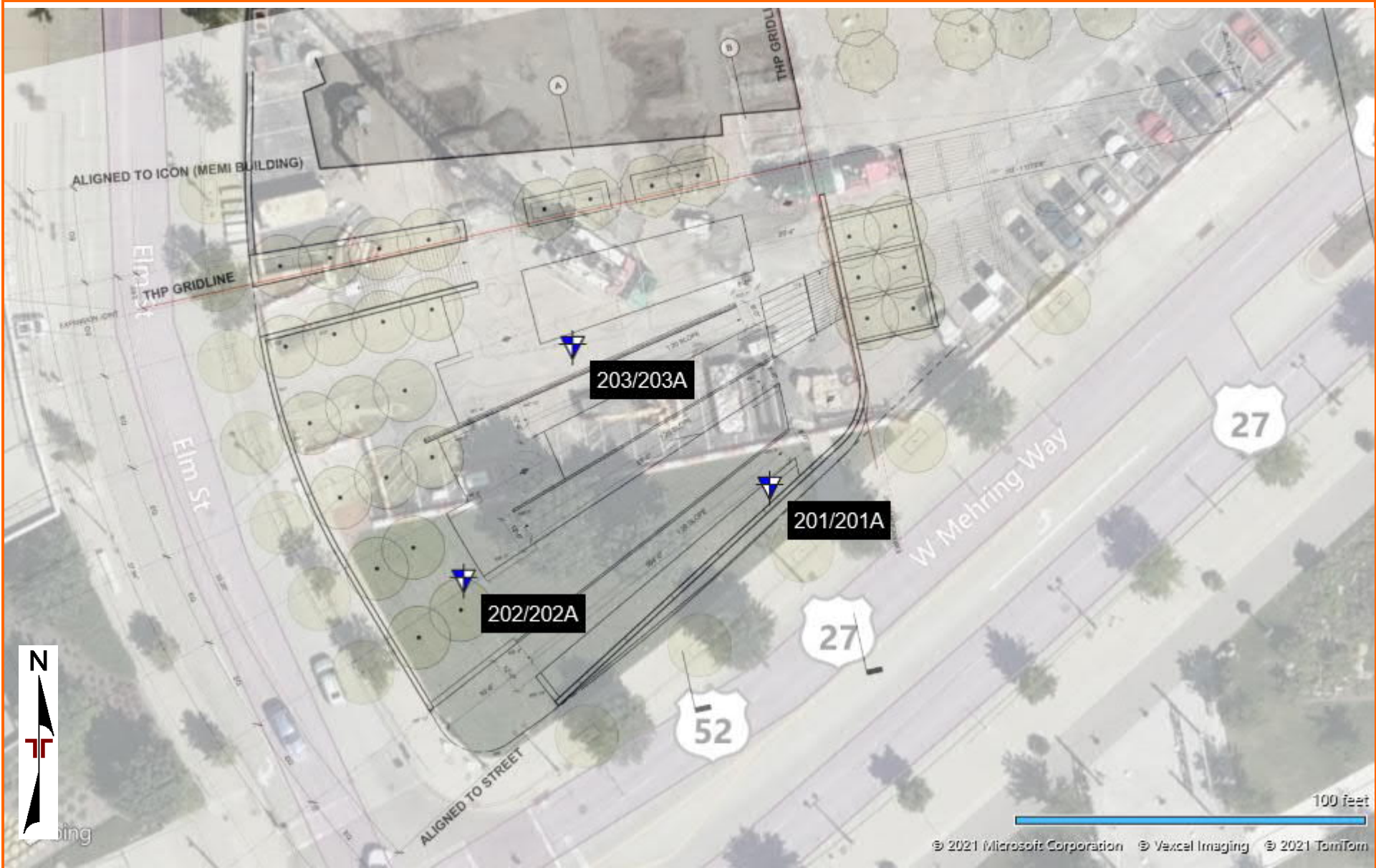


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXPLORATION RESULTS

Contents:

Boring Logs (201A through 203A)

CPT Logs (201 to 203)

Note: All attachments are one page unless noted above.

BORING LOG NO. 201A

Page 1 of 1

PROJECT: The Banks Lot 28 Evaluation

CLIENT: Hamilton County OH
Cincinnati, OH

SITE: Elm Street and Mehring Way
Cincinnati, OH

GRAPHIC LOG	LOCATION See Exploration Plan		DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS
	Latitude: 39.094804° Longitude: -84.513401°					
	DEPTH	Approximate Surface Elev.: 488.79 (Ft.) +/- ELEVATION (Ft.)				
	0.8	<u>FILL - GRAVEL (10-INCHES)</u> 488+/-				13-18-20 N=38
		<u>FILL - SANDY LEAN CLAY WITH GRAVEL</u> , with brick fragments, gray and brown				
	3.0	486+/-				13-9-18 N=27
		<u>FILL - SLAG FILL WITH SAND</u> , brown and gray				
	4.5	484.5+/-				34-36-14 N=50
	Boring Terminated at 4.5 Feet					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3.25-inch diameter hollow stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:
See CPT log 201 for exploration at depths greater than 4.5 feet.

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations measured using Leica Zeno GPS

WATER LEVEL OBSERVATIONS

No groundwater observed

Terracon

611 Lunken Park Dr
Cincinnati, OH

Boring Started: 08-23-2021

Boring Completed: 08-23-2021

Drill Rig: CME 55X

Driller: AR/KH

Project No.: N1205102

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL N1205102 THE BANKS LOT 28.GPJ TERRACON_DATATEMPLATE.GDT 9/10/21

BORING LOG NO. 202A

Page 1 of 1

PROJECT: The Banks Lot 28 Evaluation

CLIENT: Hamilton County OH
Cincinnati, OH

SITE: Elm Street and Mehring Way
Cincinnati, OH

GRAPHIC LOG	LOCATION See Exploration Plan		DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS
	Latitude: 39.094732° Longitude: -84.513708°					
	DEPTH	Approximate Surface Elev.: 488.40 (Ft.) +/-				
		ELEVATION (Ft.)				
	0.5	<u>FILL - GRAVEL (6-INCHES)</u>	488+/-			12-23-22 N=45
	1.5	<u>FILL - SANDY LEAN CLAY WITH GRAVEL</u> , gray with brown	487+/-			13-13-40 N=53
	3.0	<u>FILL - SANDY LEAN CLAY WITH GRAVEL</u> , with brick fragments, dark brown to black	485.5+/-			22-36-14 N=50
	4.5	<u>FILL - ASPHALT CINDERS</u> , black	484+/-			
	<i>Boring Terminated at 4.5 Feet</i>					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3.25-inch diameter hollow stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:
See CPT log 202 for exploration at depths greater than 4.5 feet.

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations measured using Leica Zeno GPS

WATER LEVEL OBSERVATIONS

Water observed on CPT sounding at about 37 feet

Terracon

611 Lunken Park Dr
Cincinnati, OH

Boring Started: 08-23-2021

Boring Completed: 08-23-2021

Drill Rig: CME 55X

Driller: AR/KH

Project No.: N1205102

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL N1205102 THE BANKS LOT 28 .GPJ TERRACON_DATATEMPLATE.GDT 9/10/21

BORING LOG NO. 203A

Page 1 of 1

PROJECT: The Banks Lot 28 Evaluation

CLIENT: Hamilton County OH
Cincinnati, OH

SITE: Elm Street and Mehring Way
Cincinnati, OH

GRAPHIC LOG	LOCATION See Exploration Plan		DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS
	Latitude: 39.094914° Longitude: -84.513598°					
	DEPTH	Approximate Surface Elev.: 488.33 (Ft.) +/-				
		ELEVATION (Ft.)				
	0.5	<u>FILL - GRAVEL (6-INCHES)</u>	488+/-			46-57-24 N=81
	1.5	<u>FILL - POORLY GRADED SAND WITH CLAY AND GRAVEL</u> , light brown to dark brown	487+/-			16-43-42 N=85
		<u>FILL - SANDY LEAN CLAY WITH GRAVEL</u> , with limestone fragments, dark brown				16-9-9 N=18
	4.5		484+/-			
	<i>Boring Terminated at 4.5 Feet</i>					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3.25-inch diameter hollow stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

See CPT log 203 for exploration at depths greater than 4.5 feet.

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations measured using Leica Zeno GPS

WATER LEVEL OBSERVATIONS

Water observed on CPT 202 sounding at about 37 feet

Terracon

611 Lunken Park Dr
Cincinnati, OH

Boring Started: 08-23-2021

Boring Completed: 08-23-2021

Drill Rig: CME 55X

Driller: AR/KH

Project No.: N1205102

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL N1205102 THE BANKS LOT 28.GPJ TERRACON_DATATEMPLATE.GDT 9/10/21

CPT LOG NO. 201

Page 1 of 1

PROJECT: The Banks Lot 28 Evaluation

CLIENT: Hamilton County OH
Cincinnati, OH

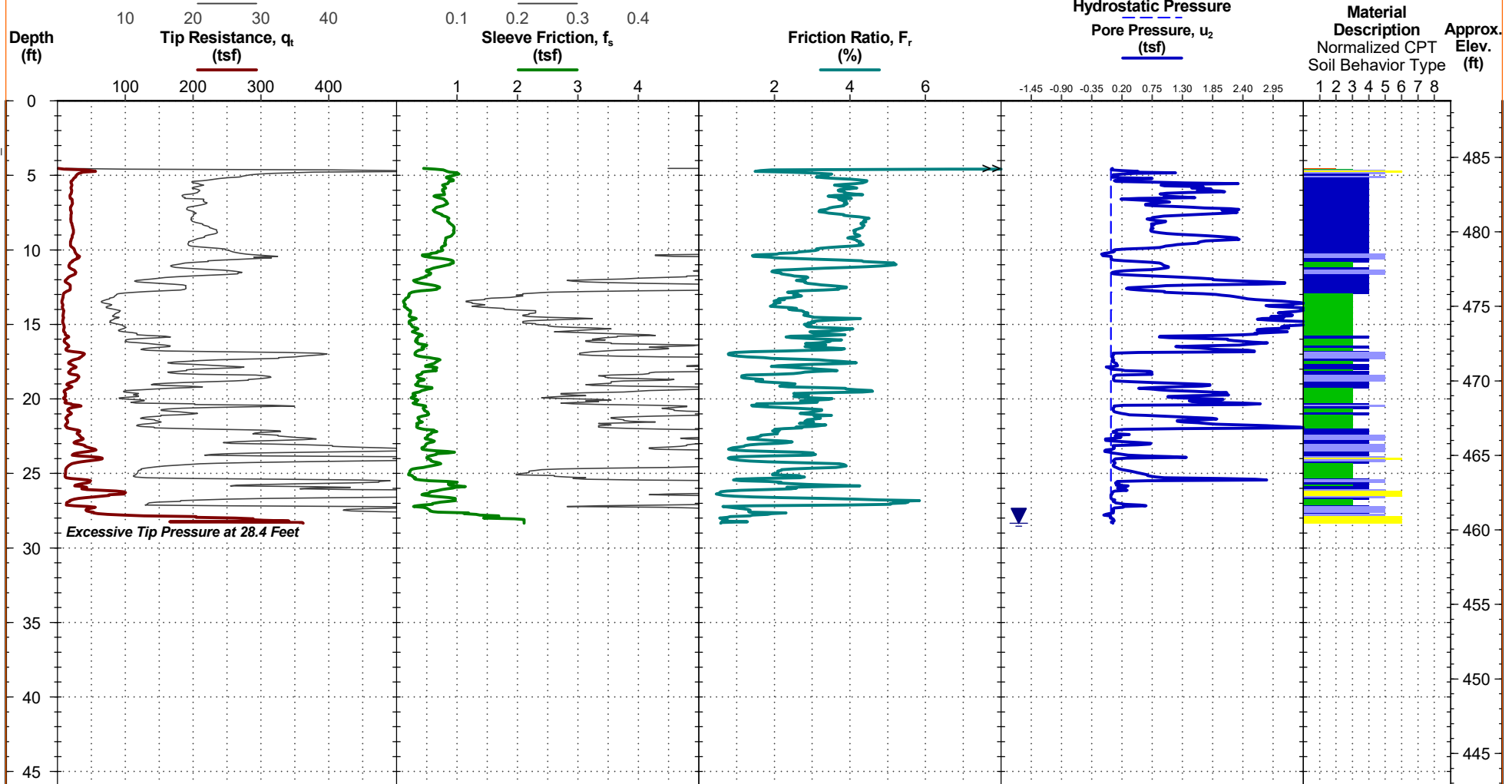
TEST LOCATION: See [Exploration Plan](#)

SITE: Elm Street and Mehring Way
Cincinnati, OH

Approx. Surface Elev: 488.79 ft +/-

Latitude: 39.09480434°

Longitude: -84.51340104°



SPT Sampled to 4.5 feet, see CPT-201A Log

Hand advancement from 4.5 to 6.5 feet and 28 to 28.35 feet

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Elevations measured using Leica Zeno GPS

CPT sensor calibration reports available upon request.

Note: Water level assumed at bottom of sounding

- 1 Sensitive, fine grained
- 2 Organic soils - clay
- 3 Clay - silty clay to clay
- 4 Silt mixtures - clayey silt to silty clay
- 5 Sand mixtures - silty sand to sandy silt
- 6 Sands - clean sand to silty sand
- 7 Gravelly sand to dense sand
- 8 Very stiff sand to clayey sand
- 9 Very stiff fine grained

WATER LEVEL OBSERVATION

28.35 ft estimated water depth
(used in normalizations and correlations;
See [Supporting Information](#))

Probe no. 4342 with net area ratio of .84
U2 pore pressure transducer location
Manufactured by Geotech A.B.; calibrated 8/3/2020
Tip and sleeve areas of 10 cm² and 150 cm²
Ring friction reducer with O.D. of 1.875 in

Terracon
611 Lunken Park Dr
Cincinnati, OH

CPT Started: 8/23/2021

Rig: CME 55X

Project No.: N1205102

CPT Completed: 8/23/2021

Operator: AR/KH

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. CPT REPORT N1205102 THE BANKS LOT 28 .GPJ TERRACON_DATA\TEMPLATE.GDT 8/24/21

CPT LOG NO. 202

Page 1 of 1

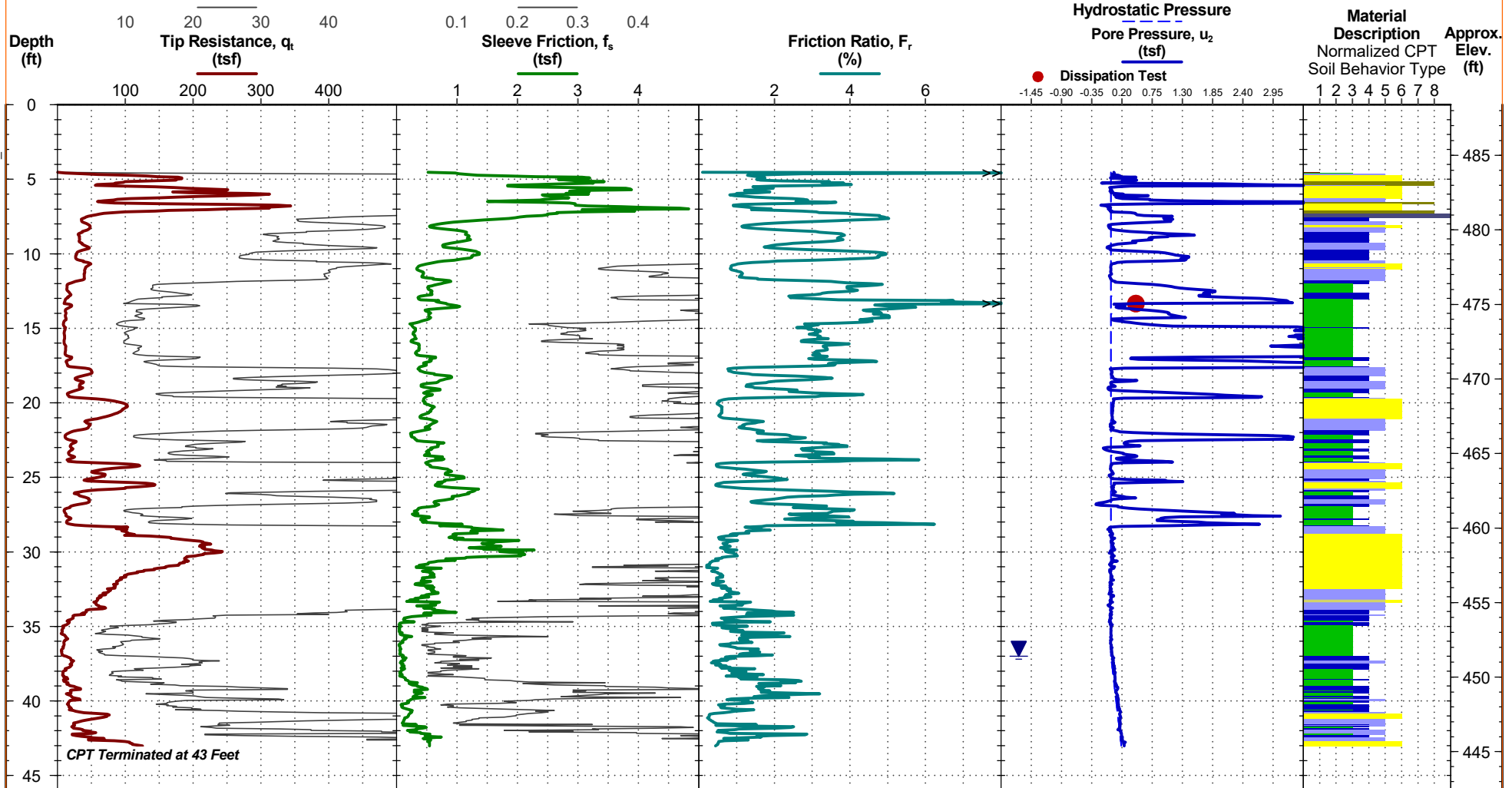
PROJECT: The Banks Lot 28 Evaluation

CLIENT: Hamilton County OH
Cincinnati, OH

TEST LOCATION: See [Exploration Plan](#)

SITE: Elm Street and Mehring Way
Cincinnati, OH

Approx. Surface Elev: 488.40 ft +/-
Latitude: 39.09473208°
Longitude: -84.51370756°



SPT Sampled to 4.5 feet, see CPT-202A Log

Hand advancement from 4.5 to 10 feet

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Elevations measured using Leica Zeno GPS

CPT sensor calibration reports available upon request.

Note: Water level based on water noted on drill rods

- 1 Sensitive, fine grained
- 2 Organic soils - clay
- 3 Clay - silty clay to clay
- 4 Silt mixtures - clayey silt to silty clay
- 5 Sand mixtures - silty sand to sandy silt
- 6 Sands - clean sand to silty sand
- 7 Gravelly sand to dense sand
- 8 Very stiff sand to clayey sand
- 9 Very stiff fine grained

WATER LEVEL OBSERVATION

37 ft estimated water depth
(used in normalizations and correlations;
See [Supporting Information](#))

Probe no. 4342 with net area ratio of .84
U2 pore pressure transducer location
Manufactured by Geotech A.B.; calibrated 8/3/2020
Tip and sleeve areas of 10 cm² and 150 cm²
Ring friction reducer with O.D. of 1.875 in

Terracon
611 Lunken Park Dr
Cincinnati, OH

CPT Started: 8/23/2021

Rig: CME 55X

Project No.: N1205102

CPT Completed: 8/23/2021

Operator: AR/KH

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. CPT REPORT N1205102 THE BANKS LOT 28 .GPJ TERRACON_DATATEMPLATE.GDT 8/24/21

CPT LOG NO. 203

Page 1 of 1

PROJECT: The Banks Lot 28 Evaluation

CLIENT: Hamilton County OH
Cincinnati, OH

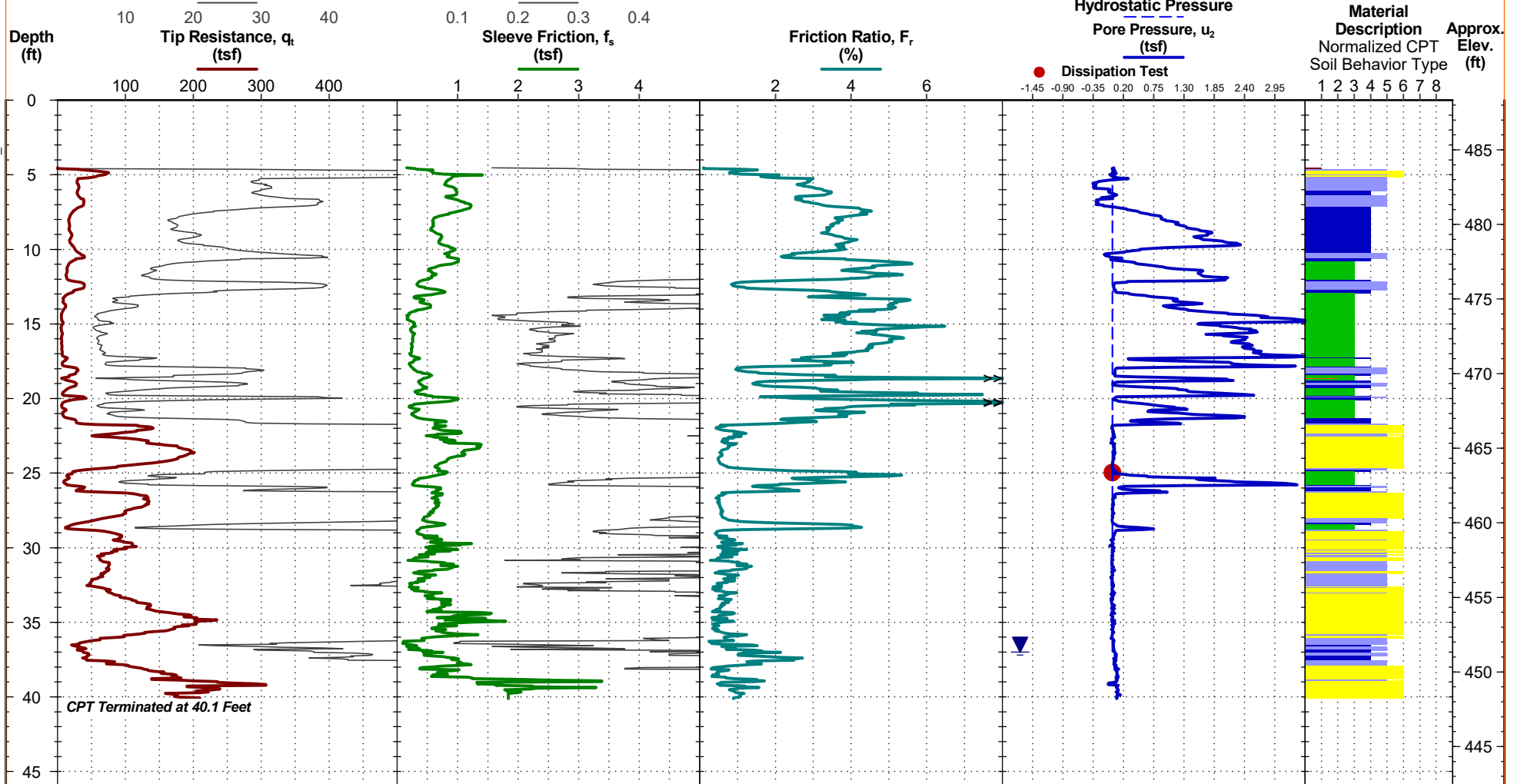
TEST LOCATION: See [Exploration Plan](#)

SITE: Elm Street and Mehring Way
Cincinnati, OH

Approx. Surface Elev: 488.33 ft +/-

Latitude: 39.09491393°

Longitude: -84.51359824°



SPT Sampled to 4.5 feet, see CPT-203A Log

Hand advancement from 4.5 to 6 feet

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Elevations measured using Leica Zeno GPS

CPT sensor calibration reports available upon request.

Note: Water level based on water noted on CPT-202 drill rods

- 1 Sensitive, fine grained
- 2 Organic soils - clay
- 3 Clay - silty clay to clay
- 4 Silt mixtures - clayey silt to silty clay
- 5 Sand mixtures - silty sand to sandy silt
- 6 Sands - clean sand to silty sand
- 7 Gravelly sand to dense sand
- 8 Very stiff sand to clayey sand
- 9 Very stiff fine grained

WATER LEVEL OBSERVATION

37 ft estimated water depth
(used in normalizations and correlations;
See [Supporting Information](#))

Probe no. 4342 with net area ratio of .84
U2 pore pressure transducer location
Manufactured by Geotech A.B.; calibrated 8/3/2020
Tip and sleeve areas of 10 cm² and 150 cm²
Ring friction reducer with O.D. of 1.875 in

Terracon
611 Lunken Park Dr
Cincinnati, OH

CPT Started: 8/23/2021

Rig: CME 55X

Project No.: N1205102

CPT Completed: 8/23/2021

Operator: AR/KH

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. CPT REPORT N1205102 THE BANKS LOT 28 .GPJ TERRACON_DATA_TEMPLATE.GDT 8/24/21

SUPPORTING INFORMATION

Contents:

General Notes

Unified Soil Classification System

Note: All attachments are one page unless noted above.

GENERAL NOTES

DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

The Banks Lot 28 Evaluation ■ Cincinnati, OH

Terracon Project No. N1205102

SAMPLING	WATER LEVEL	FIELD TESTS
 Standard Penetration Test	 Water Initially Encountered	N Standard Penetration Test Resistance (Blows/Ft.)
	 Water Level After a Specified Period of Time	(HP) Hand Penetrometer
	 Water Level After a Specified Period of Time	(T) Torvane
	 Cave In Encountered	(DCP) Dynamic Cone Penetrometer
	Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.	UC Unconfined Compressive Strength
		(PID) Photo-Ionization Detector
		(OVA) Organic Vapor Analyzer

DESCRIPTIVE SOIL CLASSIFICATION

Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

LOCATION AND ELEVATION NOTES

Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See [Exploration and Testing Procedures](#) in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

STRENGTH TERMS

RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance		CONSISTENCY OF FINE-GRAINED SOILS (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength Qu, (tsf)	Standard Penetration or N-Value Blows/Ft.
Very Loose	0 - 3	Very Soft	less than 0.25	0 - 1
Loose	4 - 9	Soft	0.25 to 0.50	2 - 4
Medium Dense	10 - 29	Medium Stiff	0.50 to 1.00	4 - 8
Dense	30 - 50	Stiff	1.00 to 2.00	8 - 15
Very Dense	> 50	Very Stiff	2.00 to 4.00	15 - 30
		Hard	> 4.00	> 30

RELEVANCE OF SOIL BORING LOG

The soil boring logs contained within this document are intended for application to the project as described in this document. Use of these soil boring logs for any other purpose may not be appropriate.

CPT GENERAL NOTES

DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

The Banks Lot 28 Evaluation ■ Cincinnati, OH

Terracon Project No. N1205102

DESCRIPTION OF GEOTECHNICAL CORRELATION

DESCRIPTION OF MEASUREMENTS AND CALIBRATIONS

To be reported per ASTM D5778:

Uncorrected Tip Resistance, q_c
Measured force acting on the cone divided by the cone's projected area

Corrected Tip Resistance, q_t
Cone resistance corrected for porewater and net area ratio effects
 $q_t = q_c + u_2(1 - a)$

Where a is the net area ratio, a lab calibration of the cone typically between 0.70 and 0.85

Pore Pressure, u
Pore pressure measured during penetration
 u_1 - sensor on the face of the cone
 u_2 - sensor on the shoulder (more common)

Sleeve Friction, f_s
Frictional force acting on the sleeve divided by its surface area

Normalized Friction Ratio, F_r
The ratio as a percentage of f_s to q_t , accounting for overburden pressure

To be reported per ASTM D7400, if collected:

Shear Wave Velocity, V_s
Measured in a Seismic CPT and provides direct measure of soil stiffness

Normalized Tip Resistance, Q_{tn}
 $Q_{tn} = ((q_t - \sigma_{v0})/P_a)(P_a/\sigma_{v0})^{0.5}$
 $n = 0.381(l_c) + 0.05(\sigma_{v0}/P_a) - 0.15$

Over Consolidation Ratio, OCR
OCR (1) = $0.25(Q_{tn})^{0.25}$
OCR (2) = $0.33(Q_{tn})$

Undrained Shear Strength, S_u
 $S_u = Q_{tn} \times \sigma'_{v0}/N_{kt}$
 N_{kt} is a soil-specific factor (shown on S_u plot)

Sensitivity, S_t
 $S_t = (q_t - \sigma_{v0}/N_{kt}) \times (1/f_s)$

Effective Friction Angle, ϕ'
 $\phi' (1) = \tan^{-1}(0.373[\log(q_t/\sigma'_{v0}) + 0.29])$
 $\phi' (2) = 17.6 + 11[\log(Q_{tn})]$

Unit Weight, γ
 $\gamma = (0.27[\log(F_r)] + 0.36[\log(q_t/\text{atm})] + 1.236) \times \gamma_{water}$
 σ_{v0} is taken as the incremental sum of the unit weights

Small Strain Shear Modulus, G_0
 $G_0 (1) = \rho V_s^2$
 $G_0 (2) = 0.015 \times 10^{(0.55l_c + 1.68)}(q_t - \sigma_{v0})$

Soil Behavior Type Index, I_c
 $I_c = [(3.47 - \log(Q_{tn}))^2 + (\log(F_r) + 1.22)^2]^{0.5}$

SPT N_{60}
 $N_{60} = (q_t/\text{atm}) / 10^{(1.1268 - 0.2817I_c)}$

Elastic Modulus, E_s (assumes $q_t/\text{atm} \sim 0.3$, i.e. FS = 3)

$E_s (1) = 2.6\psi G_0$ where $\psi = 0.56 - 0.33\log Q_{tn, \text{clean sand}}$

$E_s (2) = G_0$

$E_s (3) = 0.015 \times 10^{(0.55l_c + 1.68)}(q_t - \sigma_{v0})$

$E_s (4) = 2.5q_t$

Constrained Modulus, M

$M = \alpha_M(q_t - \sigma_{v0})$

For $I_c > 2.2$ (fine-grained soils)

$\alpha_M = Q_{tn}$ with maximum of 14

For $I_c < 2.2$ (coarse-grained soils)

$\alpha_M = 0.0188 \times 10^{(0.55l_c + 1.68)}$

Hydraulic Conductivity, k

For $1.0 < I_c < 3.27$ $k = 10^{(0.952 - 3.04I_c)}$

For $3.27 < I_c < 4.0$ $k = 10^{(4.52 - 1.37I_c)}$

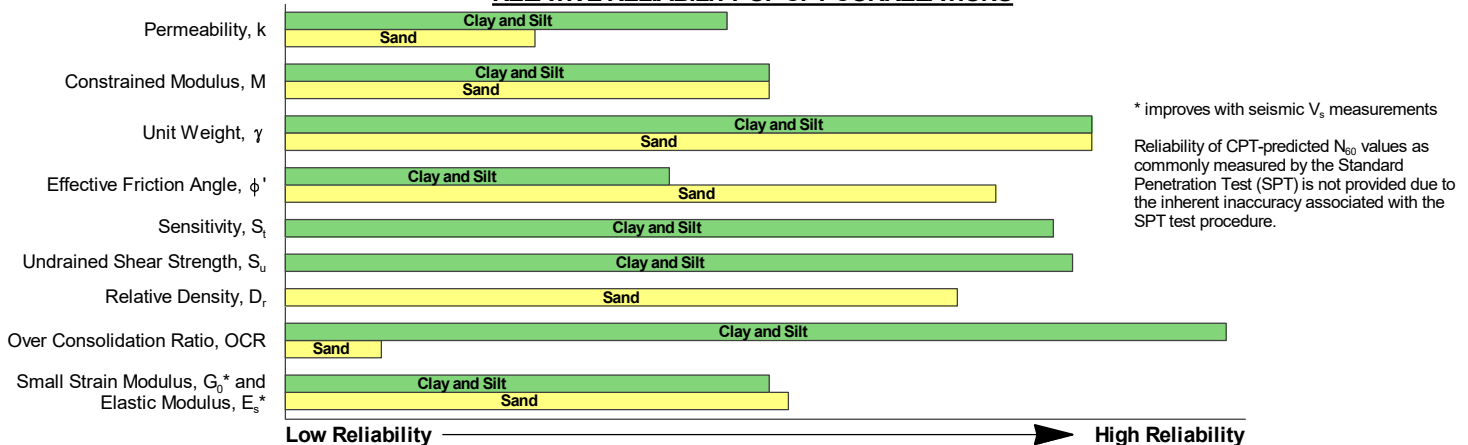
Relative Density, D_r

$D_r = (Q_{tn} / 350)^{0.5} \times 100$

REPORTED PARAMETERS

CPT logs as provided, at a minimum, report the data as required by ASTM D5778 and ASTM D7400 (if applicable). This minimum data include q_t , f_s , and u . Other correlated parameters may also be provided. These other correlated parameters are interpretations of the measured data based upon published and reliable references, but they do not necessarily represent the actual values that would be derived from direct testing to determine the various parameters. To this end, more than one correlation to a given parameter may be provided. The following chart illustrates estimates of reliability associated with correlated parameters based upon the literature referenced below.

RELATIVE RELIABILITY OF CPT CORRELATIONS



WATER LEVEL

The groundwater level at the CPT location is used to normalize the measurements for vertical overburden pressures and as a result influences the normalized soil behavior type classification and correlated soil parameters. The water level may either be "measured" or "estimated:"

Measured - Depth to water directly measured in the field

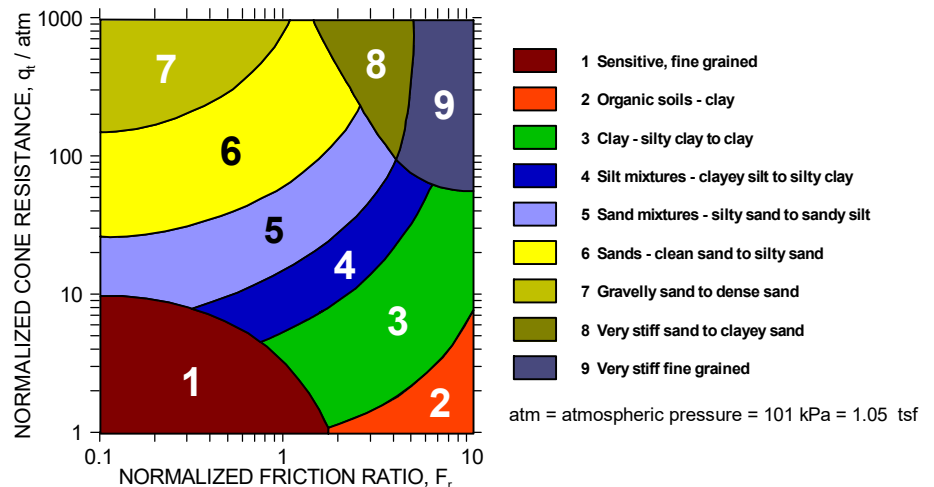
Estimated - Depth to water interpolated by the practitioner using pore pressure measurements in coarse grained soils and known site conditions

While groundwater levels displayed as "measured" more accurately represent site conditions at the time of testing than those "estimated," in either case the groundwater should be further defined prior to construction as groundwater level variations will occur over time.

CONE PENETRATION SOIL BEHAVIOR TYPE

The estimated stratigraphic profiles included in the CPT logs are based on relationships between corrected tip resistance (q_t), friction resistance (f_s), and porewater pressure (u_2). The normalized friction ratio (F_r) is used to classify the soil behavior type.

Typically, silts and clays have high F_r values and generate large excess penetration porewater pressures; sands have lower F_r 's and do not generate excess penetration porewater pressures. The adjacent graph (Robertson *et al.*) presents the soil behavior type correlation used for the logs. This normalized SBT chart, generally considered the most reliable, does not use pore pressure to determine SBT due to its lack of repeatability in onshore CPTs.



REFERENCES

- Kulhawy, F.H., Mayne, P.W., (1997). "Manual on Estimating Soil Properties for Foundation Design," Electric Power Research Institute, Palo Alto, CA.
- Mayne, P.W., (2013). "Geotechnical Site Exploration in the Year 2013," Georgia Institute of Technology, Atlanta, GA.
- Robertson, P.K., Cabal, K.L., (2012). "Guide to Cone Penetration Testing for Geotechnical Engineering," Signal Hill, CA.
- Schmertmann, J.H., (1970). "Static Cone to Compute Static Settlement over Sand," *Journal of the Soil Mechanics and Foundations Division*, 96(SM3), 1011-1043.

SECTION 005000

AGREEMENT FORM

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

END OF SECTION

DRAFT AIA[®] Document A132[™] – 2009

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

AGREEMENT made as of the « » day of « » in the year «2021»
(In words, indicate day, month and year.)

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

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

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

« »« »
«
«

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

The Banks - Phase 3C
Lot 28 of the Banks Subdivision
Garage and Park

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

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

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

THP Limited, Inc.
100 E. 8th Street, Floor 3
Cincinnati, Ohio 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[™]-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132[™]-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. ^AIA Document A232[™]-2009 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
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS
11	NOTICE PROVISIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, 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.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

§ 2.2 The Contractor represents to the Owner that all of the Work shall be performed for the Contract Sum set forth in Article 4 hereof, unless a change in the Work is required. A change in the Work is not warranted if the applicable portion of the Work was reasonably inferable from or contemplated by, or a prudent contractor should have realized that same was necessary or appropriate under the Contract Documents in existence as of the date of this Agreement. During performance of the Work, the Contractor agrees to use its best efforts, exercising its best and prudent judgment, to accomplish the Work in conformance with, and as required by or described by, or referred to in, the Contract Documents.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be fixed in a notice to proceed issued by the Owner which is anticipated to be December 17, 2021.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

« »

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of the Work

Substantial Completion Date

August 31, 2022

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

§ 3.4 Time is of the essence to the Contract Documents and all obligations thereunder. If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.3

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be subject to additions and deductions as provided in the Contract Documents.

Contract Sum \$ _____.

§ 4.1.1 Pursuant to the terms and conditions of the General Conditions, the Contractor shall prepare, for the Architect's approval, a detailed schedule of values (the "Schedule of Values") of the cost of the Contractor's Work, all elements of which will total the Contract Sum. The Schedule of Values shall categorize the Work in detail, as shown by the Contract Documents.

§ 4.1.2 The Contract Sum may be adjusted only for costs saved or incurred as a result of changes in the Work. All revisions of the Contract Sum will be made in accordance with Article 7 of General Conditions.

§ 4.1.3 The Contract Sum, as reflected in the Schedule of Values, includes all costs and expenses whatsoever arising from the Contractor's performance of the Work.

§ 4.1.4 The Contractor represents that it has based the Contract Sum on the exact materials specified in the Contract Documents. The Contract Sum is not contingent upon approval by Architect or Owner of "substitutes", as contemplated in Subparagraph 3.4.2 of the General Conditions. Any proposed substitution of materials after execution of this Agreement will be governed by the applicable provisions of the Contract Documents.

§ 4.2 Alternates

§ 4.2.2 Alternates, if any, accepted by the Owner and included in the Contract Sum.

§ 4.2.2 Item Price

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.2.3 Unit prices, if any:

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

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

§ 4.2.4 Allowances included in the Stipulated Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
Incidentals	Allowance set forth in Project Manual

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.

§ I free resetting.3 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

<< >>

§ 4.4 Other:
(Insert provisions for bonus or other incentives, if any, which might result in a change to the Contract Sum.)

<< >>

§ 4.5 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.

§ 4.6 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.

§ 4.7 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.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Construction Manager, the Owner shall make progress payments 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 is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty (60) 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 in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. 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.

§ 5.1.4.2 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 advanced 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 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 incorrect and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document 232-2009
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 AIA Document 232-2009; and
5. Retainage withhold pursuant to Section 5.1.4.4.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

« »

§ 5.1.4.4 Progress payments made to Contractor shall be subject to the following:

(1) for labor performed prior to Substantial Completion of the Work, the progress payment shall be reduced by eight percent (8%) and made at the rate of ninety-two percent (92%) of the Schedule of Values prepared by the Contractor and approved by the Architect; and

(2) provided the materials have been inspected and found to meet the specifications, the progress payment for materials delivered to and suitably stored at the Project site shall be reduced by eight percent (8%) and made at the rate of ninety-two percent (92%) of the Schedule of Values prepared by the Contractor and approved by the Architect. The retained balance shall be paid when such material is incorporated into and becomes a part of the Project.

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

§ 5.1.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Litigation in the Court of Common Pleas of Hamilton County, Ohio.

[« »] Other: *(Specify)*

« »

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 AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » % « »

§ 8.3 The Owner's representative:
(Name, address and other information)

Phil Beck
Construction Project Executive – The Banks
138 E. Court Street
Suite 603
Cincinnati, Ohio 45202

§ 8.4 The Contractor's representative:
(Name, address and other information)

« »
« »

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

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

§ 8.6.2 All references throughout the Contract Document to the term "Architect" are hereby replaced by the term "Engineer".»
»

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended.

§ 9.1.2 The General Conditions are AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended and including insurance requirements set forth on Exhibit 1 to the General Conditions

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

«Such specifications as set forth in Banks Phase 3C Project Manual, ITB #100-21 dated November __, 2021

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

«See the drawings set forth in the Banks Phase 3C Project Manual, ITB #100-21

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

.1 The following documents executed and submitted by the Contractor for the Project shall be deemed a part of the Contract Documents:

Document Number	Title	Pages
001000.4	Bid Form	9
001000.5	Contract Bond	3
001000.6	Certificate of Compliance	1
001000.7	Non-Collusion Affidavit of Contractor	1
001000.8	Bidder's Certification Concerning Equal Employment Opportunity Requirements	1
001000.9	Personal Property Tax Statements	1
0010010.10	Subcontractor and Material Supplier List	1
001000.12	SBE/DBE Subcontractor Utilization Plan	1
001000.13	Statement of Good Faith	1
001000.14	SBE/DBE Outreach & Good Faith Efforts Summary Sheet	1
001000.17	Responsible Bidder Certification	3
001000.22	Registration Form	1

.2 The following documents contained in the Project Manual dated May 1, 2019 shall be deemed a part of the Contract Documents:

Document Number	Title	Pages
00101	Cover Page	1
00110	Project Manual Index	3
00115	Drawing Index	2
00125	Project Directory	1
001000.1	Advertisement for Bids (Legal Notice)	3
001000.2	Instructions to Bidders	9
001000.3	Additional Bid Conditions	1
001000.11	Small Business Enterprise Program Summary	2
001000.18	Tax Exempt Statement Sheet	1
001000.23	Prevailing Wage Rates (Including Appendix A)	9
006150	Escrow Agreement	2
008100	Project Safety Program	36
008260	Joint Policy for Small Business Enterprise, Economic Inclusion and Workforce Development	

(including Subcontractor Monthly Business Utilization Report Form 2005 & Subcontractor Substitution Form 2006) 26

008270	Responsible Bidder Requirements Applicable to Public Contracts	3
00900	Contract Construction Management Forms (including Change Order Form AIA G701/CMA as amended and modified. Application and Certificate for Payment Form AIA G702/CMA as amended and modified. Continuation Sheet AIA G703CMA as amended and modified, Certificate of Substantial Completion Form AIA G704/CMA as amended and modified, Contractor's Affidavit of Payment of Debts and Claims Form AIA G706/CMA as amended and modified, Contractor's Affidavit of Release of Liens Form AIA G706A/CMA as amended and modified, Consent of Surety to Final Payment Form AIA G707 as amended and modified, Contractor's Affidavit, Sub-Contractor Affidavit and Waiver of Lien, Construction Change directive Form AIA G714/CMA as amended and modified.	14

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232-2009 and as set forth in Exhibit A to A232..

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232-2009.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Performance Payment Bond	Amount equal to Contract Sum

ARTICLE 11 NOTICE

§ 11.1 Whenever it shall be necessary or desirable to give notice of any kind it shall be in writing. Either party may, by notice of the other, designate a different address to which notices shall be sent or change authorized personnel hereafter designated. On behalf of the Construction Manager, the County and the Contractor, only the following personnel are authorized to sign and receive notices and any and all other documents.

If to Construction Manager

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

If to Owner:

Phil Beck
Construction Project Executive-The Banks
Hamilton County
603 Administration Building
138 E. Court Street
Cincinnati, Ohio 45202

With Copies to:

Roger E. Friedmann
Assistant Prosecuting Attorney
230 E. Ninth Street, Eighth Floor
Cincinnati, Ohio 45202

If to Contractor:

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

Board of County Commissioners of Hamilton County, Ohio
By Jeff Aluotto, County Administrator

OWNER (Signature)

Jeff Aluotto, County Administrator
(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Approved as to Form:

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 Obligee, in the penal sum of

_____ dollars (\$_____),

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

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

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

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

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

The Banks–Phase 3C
Public Infrastructure Development–Parking Garage and Street Grid
Bid Package No. 1, November 5, 2021

The Board of County Commissioners, Hamilton County, Ohio

By: _____
County Administrator

Witness

Witness

By: _____
Contractor

Witness

Witness

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

Date: _____

Escrow Agent

SECTION 007200

GENERAL CONDITIONS

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

END OF SECTION

DRAFT AIA[®] Document A232[™] – 2009

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

for the following PROJECT:

(Name, and location or address)

« The Banks-Phase 3C
«Lot 28, The Banks Subdivision
Garage and Park
Bid Package #1
»
« »

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

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

THE OWNER:

(Name, legal status and address)

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

THE ENGINEER:

(Name, legal status and address)

« THP Limited, Inc.
100 East Eighth Street »« »
«Cincinnati, Ohio 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[™]-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132[™]-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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DRAFT AIA® Document A232™ – 2009

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

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

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

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

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

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

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

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

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Transmission of Data in Digital Form

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

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

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

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

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

§ 2.3 Owner's Right to Stop the Work

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

§ 2.4 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranties and Obligations of Contractor

§ 3.5.1 CONTRACTOR'S WARRANTIES

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

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

§ 3.5.3 The Contractor shall guarantee workmanship and materials for a period of one year from the date of issuance of the Certificate of Substantial Completion and shall leave the Work in perfect order at completion. Should defects develop within the guarantee period, the Contractor shall, upon written notice of the same, remedy the defects and reimburse the Owner for all damage to the Work whether caused by the defects or correction of same. The Contractor shall procure and deliver to the Construction Manager, no later than the date certified by Engineer and Construction Manager as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance

with its terms and conditions. The Contractor shall assign to the Owner, before Final Payment is due, all manufacturers or other third-party warranties not written in the name, or for the benefit, of Owner relating to equipment, materials and labor used in the Work. Guarantees, if any, extending beyond said one year period shall be specifically provided for in the Contract and may be fulfilled by written warranty of the manufacturer.

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

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

- .1 evaluations by the Construction Manager and/or the Engineer;
- .2 recommendation of any progress or final payment by Construction Manager;
- .3 the issuance of a Certificate of Substantial Completion in accordance with Article 9 hereof or any payment to Contractor under the Contract Documents;
- .4 use or occupancy of the Work or any part thereof by Owner;
- .5 any acceptance by Owner or any failure to do so;
- .6 any review of a Shop Drawing or sample submittal;
- .7 any inspection, test or approval by third parties; or
- .8 any correction of defective Work by Owner.

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

§ 3.5.7 OBLIGATIONS OF CONTRACTOR

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

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

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

§ 3.6 Taxes

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

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

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

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

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

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

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

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

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

- .1 The Contractor agrees to indemnify and hold harmless the Owner, the , the Construction Manager, and the Engineer from and against any and all liability, claims, loss, cost, expense, damage, or injury, including legal fees, incurred because of Contractor's design work.
- .2 The Contractor agrees to assume on behalf of the Owner, the , the Construction Manager and the Engineer the defense of any action at law or in equity which may be brought against the Owner, the , the Construction Manager, and the Engineer from claims resulting from Contractor's design work and

to pay on behalf of the Owner, the , the Construction Manager, and the Engineer, upon demand, the amount of any judgment that may be entered against them in any action arising therefrom or relating thereto.

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

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

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

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

- .1 The Contractor's Construction Schedule shall be a critical path method (CPM) precedence diagram network or other mutually agreed upon form of schedule with supporting printouts and computer data prepared on software compatible with Primavera Systems, Inc. P3 software or such other software as may be acceptable to the Owner and the Construction Manager.
- .2 The Contractor shall utilize the CPM format to develop the network logic diagrams, computer-produced schedules, and other schedule supporting data as required. The Contractor shall utilize the Contractor's Construction Schedule to plan, coordinate and manage all construction activities of the Subcontractors, sub-subcontractors, and suppliers. The Contractor shall complete its Work in accordance with the Project Construction Schedule.
- .3 Weekly progress meetings will also be held at the Project Site. The Construction Manager, the Owner (as necessary), the Engineer, the Contractor's field supervisor, and each Subcontractor's field supervisor shall attend. The Construction Manager, Contractor and Owner, as necessary, shall provide the services of qualified main office personnel at each such meeting. The Contractor shall provide the services of qualified main office personnel and its superintendent who shall provide the necessary scheduling information and manpower commitments at each progress meeting until Final Completion. Prior to and in preparation for the monthly progress meeting, the Contractor shall "update" the Contractor's Construction Schedule to reflect the current status of the Project. During the presentation and distribution of this "updated" material at the progress meeting, the Contractor will specifically address those critical areas of concern (as determined by the schedule "update") where immediate action by the Contractor is required.
- .4 The Contractor shall at all times provide adequate rates of progress for the various parts of the Work so as to properly advance the Work and so that the Project, in the opinion of the Construction Manager, at all times meets the requirements of the Project Construction Schedule. Whenever critical items of construction fall behind the planned schedule of construction as shown on the Contractor's Construction Schedule, or when items which were not critical become critical, the Owner, Construction Manager and the Engineer shall be notified by the Contractor and advised of action being taken to return the Project to its original schedule and such action shall be indicated on the Contractor's Construction Schedule which shall then be re-issued by the Contractor.
- .5 In view of the critical nature of the time of completion of the Work, if the Construction Manager, and/or the Owner determines that the rate of progress of the Project or the Contractor's Construction Schedule has been delayed or is in jeopardy of not being met, for any reason other than those causes for which the Contractor is entitled to an extension of the Contract Time, as specifically provided in

the Contract Documents, the parties hereby agree that the Owner and/or Construction Manager shall have the right to require the Contractor and its Subcontractors to take whatever steps are necessary, including Extraordinary Measures (as defined in Subparagraph .6 hereof), to remedy such situation. In such event, the cost of such remedy shall not be deemed to be a change in the Work, nor shall it increase the Contract Sum, nor shall such cost be reimbursable as part of the cost of the Work, nor shall such remedy adjust the Contract Time. The Contractor shall, within three (3) days after the Construction Manager's and/or Owner's request to take such action, notify the Owner and the Construction Manager in writing and implement the steps which the Contractor proposes to take to remedy such situation and provide the Construction Manager, and the Owner, in a form acceptable to the Owner and the Construction Manager and Owner, a detailed mini-progress schedule setting forth the actions to be taken by the Contractor.

- .6 Further, whenever it becomes apparent that any Work Milestone Date of the Contractor may not be met, the Contractor shall take some or all of the following actions (which shall also be deemed "Extraordinary Measures") as directed by the Owner or the Construction Manager, at no additional cost to the Owner:
- (a) Increase construction manpower in such quantities as will substantially eliminate the backlog of work and put the Project back on schedule.
 - (b) Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or hire additional workers if necessary or any combination of the foregoing which will substantially eliminate the backlog of work and put the Project back on schedule.
 - (c) Reschedule activities to achieve maximum practical concurrence of accomplishment and put the Project back on schedule.

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

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

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

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

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

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

§ 3.10.8 In the event the Owner or Construction Manager determines that the performance of the Work, or any portion or phase thereof, has not progressed or reached the level of completion required by the Contract Documents, the Owner or Construction Manager shall have the right to order the Contractor to take corrective measures necessary to expedite

the progress of construction, including, without limitation, Extraordinary Measures as defined in Section 8.2.7. Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The rights of Owner and Construction Manager to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Project Construction Schedule.

- .1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this §3.10.8.
- .2 The rights furnished under or pursuant to this §3.10.8 may be exercised as frequently as the Owner or Construction Manager deems necessary to ensure that the Contractor's performance of the Work will comply with any completion date set forth in or inferable from the Contract Documents.

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

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Engineer and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

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

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

- .1 to use only those entrances or routes specified in the transportation management plan developed by the Owner and Construction Manager, in addition to any requirements of the City of Cincinnati or other governmental agencies;
- .2 to take customary construction precautions and erect such partitions, barricades, fencing, walkways and devices and installations as are reasonably necessary to separate areas where Work is being performed by Contractor from areas used by respective tenants, employees, guests, licensees and invitees of Great American Ball Park, National Underground Railroad Freedom Center, Paul Brown Stadium, and U.S. Bank Arena; and
- .3 to coordinate, supervise and schedule all construction activities, including service interruptions, in advance with the Construction Manager.

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 INDEMNIFICATION

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

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

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

§ 3.18.4 The Contractor specifically agrees and undertakes that the insurance coverage provided by Contractor under Article 11 shall provide for the defense and indemnity of the Owner, Engineer and Construction Manager as set forth in §3.18.1, and that the obligation of Contractor and its insurer to defend and indemnify Owner, Engineer and Construction Manager as named additional insureds shall not be subject to any "professional services" or similar

coverage exclusion, except where it has been judicially determined, by means of a declaratory judgment action filed and served upon Owner, Engineer or Construction Manager within a maximum of thirty (30) calendar days after Contractor's first receipt of a demand for defense and indemnity hereunder, that Contractor is wholly without fault or liability (including "vicarious" or similar liability) with respect to the claim, demand, cause of action or other matter concerning which defense and indemnity are being sought by Owner, Engineer or Construction Manager.

§ 3.19 BEFORE STARTING THE WORK

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

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

- .1 Contractor's Construction Schedule;
- .2 a preliminary schedule of Shop Drawing and sample submittals;
- .3 the Schedule of Values for all of the Work, subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work;
- .4 a letter designating Contractor's Superintendent and commitment for duration of the Contract Time;
- ;
- .5 all information required of Contractor to comply with the insurance requirements of the Contract Documents;
- .6 all information required of Contractor with respect to the filing of a Notice of Furnishing in accordance with the Ohio Revised Code at the commencement of the Work;
- .7 a plan illustrating proposed locations of temporary facilities;
- .8 Noncollusion affidavits and EEO certifications from all subcontractors;
- .9 Contractor's Quality Control Plan; and
- .10 Contractor's Safety Plan.

§ 3.20 PRE-CONSTRUCTION CONFERENCE

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

§ 3.21 CONTRACTOR'S SCHEDULES

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

§ 3.22 INSPECTION OF RECORDS

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

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

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

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

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

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

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

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

§ 4.11 RESPONSIBLE BIDDER REQUIREMENTS

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

ARTICLE 4 ENGINEER AND CONSTRUCTION MANAGER

§ 4.1 General

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

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

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

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

§ 4.2 Administration of the Contract

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

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

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

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

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

§ 4.2.6 **Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same

communications to the Engineer about matters arising out of or relating to the Contract Documents. Communications by and with the Engineer's consultants shall be through the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Engineer if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

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

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

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

§ 4.2.10 The Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer's action will be taken in accordance with the submittal schedule approved by the Engineer or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Upon the Engineer's completed review, the Engineer shall transmit its submittal review to the Construction Manager.

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

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

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

make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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

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

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

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

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

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

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Engineer, with the Construction Manager's recommendation. The Engineer will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Engineer's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Engineer will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Engineer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Engineer has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager,

Engineer or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Engineer to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and

to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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

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

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

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Engineer. Within seven days after the Engineer receives the Contractor's Application for Payment

from the Construction Manager, the Engineer will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Engineer determines is properly due, or notify the Construction Manager and Owner in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Engineer's notice of withholding certification.

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

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

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

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

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

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Engineer may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Engineer's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Engineer is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment

or a Project Certificate for Payment for the amount for which the Engineer is able to make such representations to the Owner. The Construction Manager or Engineer may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Engineer's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary

liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Engineer as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall

be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Engineer after consultation with the Construction Manager.

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 10.2.9 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials

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

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

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

tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 Contractor Liability Insurance Forms

Contractor shall be required to carry insurance as follows:

For Additional Terms see attached Exhibit "A", Contractor Insurance Requirements, Form B

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

.1 General Liability and Umbrella Insurance

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

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

10. Severability of interests
- (b) The limits of liability shall be not less than these amounts required of Contractor under the Contract Documents or as set forth in Exhibit 1 to these General Conditions as “Contractor Insurance Requirements”
- .iii Contractor’s insurance shall be primary and non-contributing with respect to any insurance or self-insurance programs carried by Contractor or any of the Additional Insureds.
- .2 Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned) providing limits of liability as set forth in Exhibit 1 to these General Conditions
- (a) If The Work requires the removal and transportation of hazardous materials from the Project Site, your Auto liability coverage must include pollution liability coverage applicable to all hazardous waste hauling vehicles including the MCS90 endorsement.
- .3 Umbrella/Excess Liability Insurance
- Contractor shall maintain Umbrella and Excess Liability insurance on an occurrence basis in excess of the General Liability Insurance and Business Automobile Liability insurance, which is at least as broad as each of the underlying policies. The Umbrella and Excess Liability coverage shall be in the amounts and in accordance with the terms set forth on attached Exhibit 1 “Contractor Insurance Requirements.
- .4 Additional Insured Requirements
- (a) The Owner, Construction Manager, and Engineer, and each entities officers, directors, employees, agents and mortgagees) shall be named as additional named insureds under the Contractor’s CGL and Automobile policy for any liability arising out of the performance of the Work. Coverage under the CGL for all required additional named insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured endorsement form GC2010 11/85 as published by ISO. A copy of the endorsement form or must accompany the certificate furnished by Owner. Forms deemed by Owner and/or Construction Manager as equivalent will be accepted but must include additional insured status for ongoing operations and completed operations.
- .5 Workers Compensation and Employer’s Liability
- (a) Workers Compensation -State of Ohio Statutory Limits and requirements as defined in Ohio Revised Code 4123
- (b) This work is performed in Ohio and is a State of Ohio project, therefore an Ohio Bureau of Workers’ Compensation (OBWC) approved Drug Free Work Place policy is required.
- (c) Ohio Employer’s Liability –You must, in addition to the above requirements, carry Ohio Employer’s Liability coverage with limits of not less than \$1,000,000 per occurrence and in the aggregate. Such coverage must not contain any exclusionary language that removes coverage for “substantially certain to occur” claims.
- (d) If your work involves ANY employment on or adjacent to navigable waterways, then the workers’ compensation policy must be endorsed to include U.S. Longshore and Harborworkers (USL&H) and Jones Act coverages as applicable.
- (e) Contractor shall provide Board with copy of current OBWC Certificate of Premium Payment prior to commencement of work and upon each renewal date.

.6 General Insurance Requirements

- (a) Certificate Holder shall be Board of Commissioners of Hamilton County Ohio and certificate of insurance is to be mailed to Hamilton County, Risk Manager, Room 607, 138 East Court Street, Cincinnati, OH 45202. The name of the Project "Lot 28, Banks Subdivision, Garage and Park" 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.
- (b) Contractor's policies shall be endorsed to provide that there will be no cancellation or reduction in coverage without thirty (30) days prior written notice to Board of Commissioners of Hamilton County Ohio
- (c) Contractor shall ensure that all tiers of their subcontractors shall procure and maintain insurance in like form and adequate amounts including Additional Insured requirements, all as set forth in the Contractor Insurance Requirements agreement.
- (d) Contractor's insurance shall be primary and non-contributing with respect to any insurance or self-insurance programs carried by Board of Commissioners of Hamilton County Ohio or any of the Additional Insureds.
- (e) Umbrella Excess Liability in combination with primary liability coverages and limits as outlined above to satisfy the required limits of liability is acceptable.
- (f) Umbrella / Excess liability coverage used in conjunction with primary policies shall have concurrency of effective dates with underlying policies; drop down feature, and; "Pay on behalf of" wording.
- (g) Contractor shall provide Board with copy of current OBWC Certificate of Premium Payment prior to commencement of work and upon each renewal date.

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

- .1 claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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

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

§ 11.2 Owner's Liability Insurance

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

§ 11.3 Property Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 11.4 BID GUARANTY AND CONTRACT BOND

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

- .1 Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment;
- .2 Bonds shall be executed by a responsible surety licensed in Ohio, with a Best's rating of no less than A/XII and shall remain in effect for a period not less than two (2) years following the Date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer;
- .3 The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to the Contract Sum;
- .4 The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power;
- .5 Every Bond under this Paragraph 11.4.1 must display the Surety's Bond Number.

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

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

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

§ 11.5 GENERAL REQUIREMENTS

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the **State of Ohio**. **Any litigation arising out of the Contract or construction Project shall be maintained in the Court of Common Pleas of Hamilton County, Ohio** The parties further agree that this choice of venue is to be considered mandatory, and not permissive in nature, thereby precluding the possibility of litigation in any venue or jurisdiction other than that specified in this Section 13.1

The parties agree that any final judgment rendered in any such action or such proceeding as provided herein shall be conclusive as to the subject matter of such final judgment, subject only to any right of appeal provided by the laws of the State of Ohio, and that once any such right of appeal has been exhausted or waived, such final judgment may be enforced in other jurisdictions in any manner provided by law.

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Written Notice

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

§ 13.4 Rights and Remedies

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

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

§ 13.5 Tests and Inspections

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

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

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Engineer's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.6.1 As between the Owner and Contractor:

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

§ 13.7 GENERAL PROVISIONS

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

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

§ 13.7.3 Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments,

as shall from time to time be reasonably required to carry out the terms and provisions of the Contract Documents.

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

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

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

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

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

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

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

- .1 Insurance certificates.
- .2 Certification of insurance company to do business in the State of Ohio as certified by the Ohio Department of Insurance.
- .3 Worker's Compensation certificates.
- .4 Schedule of values.
- .5 List of proposed Subcontractors, manufacturers and suppliers.
- .6 Notice of Furnishing. (Required by Ohio Lien Laws.)
- .7 Projected Manpower Utilization

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

- .1 Noncollusion Affidavits and EEO certification from all Subcontractors.
- .2 Detailed schedule of values.

§ 13.10 Interest

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

§ 13.11 Time Limits on Claims

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in

any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.11.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Engineer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 is in material breach of any warranty or representation in the Contract Documents;
- .6 fails to materially comply with any applicable Project Construction Schedule; Contractor's Construction Schedule;
- .7 fails to proceed continuously with the construction and completion of the Work;
- .8 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with the requirements of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

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

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

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

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

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

§ 15.1.4 **Claims for Concealed or Unknown Conditions.** If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or reasonably inferable therefrom or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents or reasonably inferred therefrom then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than three (3) days after first observance of the conditions. The Construction Manager, with the Engineer's assistance will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time

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

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

§ 15.1.6 Claims for Additional Time.

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

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

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

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents;
- .4 damages, whether direct, consequential, indirect, liquidated or unliquidated, sustained or asserted either as a result of any wrongful act or neglect of the Contractor, or as a result of any breach of the Contract.

§ 15.1.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding seven (7) days after first observance. The notice shall

provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Sections 4.7.7 or 4.7.8.

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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.

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: The Banks Phase 3C: Bid Package #1 – Garage Foundation and Site Preparation

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 mailed to Hamilton County, Risk Manager, Room 707, 138 East Court Street, Cincinnati, OH 45202. The name of the project "Banks Phase 3C – Garage Foundations and Site Preparation" 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 008270
Responsible Bidder Requirements

PART I - GENERAL

Contractors shall be required to satisfy all of the following pre-award responsibilities and agree to all of the following provisions which will be incorporated in the contracts for construction projects within the Banks Development. The Board of County Commissioners of Hamilton County, Ohio (the "County") believe that these requirements are reasonably related to the successful performance of the Banks Development projects. These requirements shall also be set forth and integrated with the Bid Package Conditions.

1. Each bidder shall certify that it will require all contractors who bid or perform any work pursuant to the contract on which the bidder is bidding to satisfy all of these Responsible Bidder Requirements.
2. Each bidder shall certify that it will pay prevailing wages, in amounts determined according to Ohio's Prevailing Wage Law, R.C. 4115.03 through 4115.16, and O.A.C. 4101:9-4-01 through 4101:9-4-31, on all construction projects that are part of the Banks Development, except as otherwise provided herein. Notwithstanding the foregoing provision, the payment of prevailing wages shall not be required with respect to leasehold and/or tenant improvements and/or the fit out of interior spaces of the office, retail and condominium elements of the Banks Project.
3. As a condition precedent to the award of a contract or subcontract of Two Hundred and Fifty Thousand Dollars (\$250,000) or more, the Public Parties may require the lowest bidder to engage in a review of the constructability and scope of the bid to verify that the contractor included all required work.
4. If the bid of the lowest bidder is more than twenty percent (20%) below the bid of the next lowest bidder, the Public Parties may request that the lowest bidder identify three (3) construction projects that it has successfully completed within the five (5) years before the submission of the bid. This information may be provided in the post-bid scope review to the Public Parties.
5. Each bidder shall certify that it will employ supervisory personnel on the project that (a) are qualified to perform in such supervisory capacity and (b) have any license or licenses required by applicable law to perform in such capacity.

6. Each bidder shall certify that it is not currently debarred from performing state or federal construction contracts (after all appeals), because of a violation of Fair Labor Standards Act and/or any state or federal prevailing wage law. Each bidder shall provide a list of every occasion on which it has been debarred from performing local, state or federal construction contracts (after all appeals), because of a violation of the Fair Labor Standards Act and/or any state of federal prevailing wage law, during the last ten years.
7. Each bidder shall certify that it, as well as each subcontractor it will utilize on the Project has implemented an OSHA-compliant Safety Program which includes: a) with respect to all supervisors, completion of OSHA's thirty (30) hour safety course; b) with respect to all field employees, completion of OSHA's ten (10) hour safety program. Each bidder shall provide evidence of implementation of an OSHA compliant safety program as set forth herein.
8. Each bidder shall certify that it has implemented a substance-abuse policy and that it is in compliance with Ohio's Drug Free Workplace Requirements; bidders will provide evidence of implementation of such policies upon written request of the Public Parties.
9. Each bidder shall certify that it has all licenses required by applicable state law and regulation to perform work required herein.
10. Each bidder shall list any professional license or licenses that have been revoked by Ohio or revoked by any other state within five (5) years prior to the date of the contractor's bid.
11. Each bidder shall certify that it has no final judgments against it which are not secured by payment bond or other surety at the time of award which are equal to or exceed fifty percent (50%) of the contractor's net work.
12. Each bidder shall certify that it has complied with applicable unemployment and workers compensation laws for at least two (2) years preceding the date of bid submittal.
13. Each bidder shall certify that with respect to each a prime trade contract (e.g., plumbing, HVAC, electrical and fire safety) it will not subcontract more than seventy-five percent (75%) of the bid amount for that prime trade contract. A bidder may apply for a waiver of the foregoing requirement by the Public Parties, which waiver shall be subject to the review and approval of the Public Parties.
14. Each bidder shall certify that it does not have an Experience Modification Rating of more than 1.3 (a penalty rated employer) with respect to the Ohio Bureau of Workers' Compensation risk assessment rating.

15. Each bidder shall certify that it will have in place a meaningful Health Care Medical Plan, and provide, as part of its responsibility review, evidence of a Health Care Medical Plan list of eligible employees and the bidder's share of the cost for those employees working on the Banks' Project. Notwithstanding the foregoing, a bidder with gross revenues of two million dollars (\$2.0M) or less in any of the preceding three years shall be exempted from providing a Health Care Medical Plan as set forth herein. However, any such bidder exempted from this requirement shall certify that it will comply with the applicable prevailing wage requirements with respect to medical insurance.
16. Each bidder shall certify that it will have a meaningful pension or retirement program for its employees and provide, as part of its responsibility review, evidence that it contributes, on a regular basis to an employee pension or retirement program for its field employees and the list of employees for the employees with such coverage. Notwithstanding the foregoing, a bidder with gross revenues of two million dollars (\$2.0M) or less in any of the preceding three years shall be exempted from providing a pension or retirement program as set forth herein. However, a bidder exempted from this requirement shall certify that it will comply with the applicable prevailing wage requirements with respect to a pension or retirement program.
17. Each bidder shall certify that it shall employ field employees on this project that will meet at least one of the following criteria:
 - a. Completion of a state or federally approved apprenticeship program in the skilled trade craft such employee is performing a journeyman; or
 - b. Worked as a skilled trade person for at least three (3) years in the craft; or
 - c. Currently enrolled in a state or federally approved apprenticeship program for the craft; or
 - d. Completed the Banks Employee Readiness Program.

A bidder may request a waiver from the Public Parties of the foregoing requirements with respect to a field employee or a particular position. In requesting such waiver, a bidder shall be required to provide documentation of the skills and experience of such employee or the applicable position which form the basis for such request. Any waiver or the foregoing requirements shall be subject to the review and approval of the Public Parties.
18. Each bidder shall certify that it is not debarred from bidding on the construction project contract in question.
19. A bidder's falsification of any of the certifications herein or failure to comply with the requirements set forth herein, shall be the basis for a default termination of the contract.

PART 1 PRODUCTS

THE BANKS Phase 3B
Public Infrastructure Development -Parking Garage and
Streetgrid Bid Package No. 5- August 22, 2019

Not used.

PART 2 EXECUTION

Not used.

END OF SECTION

SECTION 00 73 19 - HEALTH & SAFETY REQUIREMENTS

PART 1 - GENERAL

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

PART 2 - SITE SPECIFIC SAFETY PLAN AND PRECONSTRUCTION SAFETY MEETING

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

PART 3 - NEW WORKER SAFETY ORIENTATION

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

PART 4 - SPECIFIC SAFETY REQUIREMENTS

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

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

PART 5 - MESSER SAFETY 4-SITE PROGRAM

- 5.1 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. 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 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
 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; 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 10-hour OSHA training program, 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.
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 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.

Rev. July 2020

Safety4Site
Non-Negotiable Behavior

Falls	Struck-By	Caught-In-Between	Electrical / Utility
Working 6 feet or greater with no fall protection (100% fall protection at 6 feet or greater).	Disregard or crossing of red danger tape without prior authorization from the controlling/installing contractor.	Entering an unprotected trench or excavation 5 ft deep or greater, without proper cave-in protection – shoring, sloping/benching, trench box	Operating equipment or working within 10 feet from overhead power lines. (Equipment, ladders, scaffolding, tools, etc.) Note: In transit with no load and boom lowered, the equipment clearance shall be a minimum of 4 feet for voltages less than 50KV.
Exposed holes large enough for a human to pass through, and is 6 feet or greater in depth, left unprotected or improperly protected.	Exposing workers to overhead struck-by hazards - Failure to properly barricade areas that potentially expose person(s) to overhead struck-by hazards (e.g. masonry work, roofing, welding, demolition, steel erection, formwork, deck penetrations, etc.). Dropping debris off building without proper chutes or alternate procedures approved by Messer.	Entry into a confined space without proper training, permits, equipment or safety processes in place	Exposing oneself or others to live bare electrical conductors (i.e. open electrical panels, junction boxes, missing knock outs, etc.) greater than 50 volts.
Blatant, clear and/or intentional misuse of fall protection equipment or fall protection systems including: Altering removing or disabling any component of a fall protection system--may include but not limited to: taking down a guardrail or warning line and not replacing it; altering someone's PFAS without permission.	Riding on equipment not designed for multiple passengers or open back pickup trucks (catching a ride).	Failure by operator to barricade/protect potential crush or pinch point hazards between equipment being operated and adjacent structures or other equipment. Failure by operator to barricade/protect the swing radius of stationary equipment (e.g. cranes). Exposing oneself to a caught-between hazard by disregarding barricading/protection without prior authorization from the controlling/installing contractor.	Working on live electric without the proper planning/approval, PPE and procedures. All live work must be discussed with Messer prior to the work being performed.
Failure to tie off in any Mobile Elevated Work Platform (MEWP) (boom lift, Scissor lift, etc)	Using damaged equipment that may inadvertently fire (i.e. nail guns, etc.). Altering the equipment where the safety is by-passed. This may include but not limited to: disabling a guard on a chop saw; removing the guard on a hand grinder; disabling the safety muzzle of a pneumatic nailer or powder actuated tool; etc.	Operator exposing employee(s) to an overhead load while working in an excavation. This may include but not limited to: loaded excavator bucket; empty excavator bucket; load that is strapped to an excavator bucket; etc.	The unauthorized altering, by-passing or removing any guards, locks, tags, or any other safety device protecting persons from live electric.
Improper use of ladders. (e.g) 1. Standing on very top cap. 2. Straddling or sitting on top of ladder.	Rigging without proper training or blatant, clear and/or intentional misuse of rigging equipment.	Reckless operation of equipment (i.e. horseplay, operation within 2' of a trench, exceeding the limitations of the machine, bypassing any safety devices, etc.). Operating in tight confines with out a spotters or operating without proper training	Failure by competent person or operator to survey for utilities, before digging, core drilling, cutting or demolition Failure by competent person or operator to follow established protocols for re-marking, hand digging, pot-holing, etc. within established tolerance zones.



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.

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 job site, 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 job site. 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 job site 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 job site 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 job site.
- 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 job site, 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 Threatening, intimidating, coercive, or other unsafe or disruptive behavior such as fighting and horseplay is prohibited.
- 2.4.11 Sleeping and gambling on Messer job sites are prohibited.
- 2.4.12 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 on-site are required to attend the site-specific orientation prior to accessing the site. The contractor/supplier shall not permit visitors on the job site 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 job site 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 Fieldview. 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 on-site 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 job site 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 job site. 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 job site. 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 job site 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.

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 job site 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 job sites, 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 The following conventional fall protection systems shall be the preferred choice for elevated work activities:
 - 3.2.3.1 Guardrail systems
 - a) 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.
 - 3.2.3.2 Safety net systems
 - 3.2.3.3 Personal fall arrest systems
- 3.2.4 Open vertical studs/faming shall not be considered adequate fall protection at exterior walls or interior openings. Where openings between vertical members are less than 18 inches wide, a top rail and toe board, at a minimum, must be installed. Where openings are 18 inches wide or greater, a full guardrail system (top-rail, mid-rail, and toe board) must be in place. Guardrail systems shall remain in place until wall sheeting and/or windows are installed to provide equivalent protection.

Note

- 3.2.5 A recognized manufacturer of fall protection equipment, such as Miller, DBI/SALA, MSA, etc., may manufacture a horizontal lifeline system. Alternately, a qualified person may design a horizontal lifeline system. A qualified person is defined as; one who has the technical capability to determine applied loads during a fall event and calculate the resultant forces on the system, as well as calculate the resultant elongation in the system due to the forces encountered during a fall event. In either case, the system must be installed by a competent person, and used by trained individuals according to the manufacturer or designer's instructions.
 - 3.2.5.1 Horizontal systems must be attached to a fixed anchorage and may not be linked together.

- 3.2.6** If the contractor/supplier can prove that more common fall protection is infeasible or creates a greater hazard, as defined in Subpart M of the OSHA Construction Standards, it may, where permitted by a Messer Safety Representative, implement the following non- conventional systems in response to the fall hazards:
- 3.2.6.1** Warning lines;
 - a) Required to be a minimum of 15 feet back from leading edges for all trades, excluding roofers.
 - 3.2.6.2** Controlled access zones.
 - 3.2.6.3** Safety monitoring systems will not be permitted.
- 3.2.7** Non-conventional systems may be utilized in controlled work environments provided the following is established:
- 3.2.7.1** Explanation in writing is submitted to the Messer Safety Department as to why the use of one of the three conventional fall protection systems is infeasible or creates a greater hazard/harm to the individuals involved.
 - 3.2.7.2** Development of a written fall protection plan, which outlines all elements involved with the usage of warning lines, controlled access zones, or safety monitoring systems; and
 - 3.2.7.3** Orientation process, which communicates this information to the individuals involved with the work activity, prior to beginning work.
- 3.2.8** 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 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.
- 3.2.9** 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.
- 3.2.10** 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:
- 3.2.10.1** Fall hazards associated with the elevated work;
 - 3.2.10.2** Elements of the fall protection systems utilized;
 - 3.2.10.3** Fall protection equipment used;
 - 3.2.10.4** Elements of a fall protection plan, if applicable; and
 - 3.2.10.5** Proper inspection techniques of fall protection equipment.
- 3.2.11** 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.
- 3.2.12** 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.
- 3.2.13** 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 Notwithstanding the specific requirements listed herein, all scaffolds and scaffold installation processes must meet or exceed all manufacturers' requirements.
- 3.3.13 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.
- 3.3.14 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.

- 3.3.15 Only properly trained and authorized persons shall operate mobile elevated work platforms. Refer to occupant training requirements.
- 3.3.16 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.
- 3.3.17 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.
- 3.3.18 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 All 120 volt, single phase, 15 and 20 amp receptacle outlets on construction sites, which are not part of the permanent wiring (otherwise known as temporary power circuits) shall have GFCI protection. GFCI protection is required when extension cords, cord sets, power tools, equipment, etc. are connected to permanent wiring during the construction project.
- 3.5.10 Secondary external GFCI protection (pigtails) are required on all generator power including, welding machines, mobile light towers, etc. This is in addition to any GFCI protection built into the outlet.
- 3.5.11 Electrical equipment shall be periodically inspected and repaired as necessary. The electrical contractor shall inspect the temporary power, including the GFCI devices and lights, on a weekly basis. All temporary power receptacles shall be numbered and labeled to confirm a weekly inspection has been completed. Results of these inspections will be documented, and provided to Site Management.
- 3.5.12 Work on live or energized systems is generally not permitted. If such work is unavoidable, an energized work plan in compliance with NFPA 70e must be developed, reviewed and accepted by Messer prior to commencement of work.
- 3.5.13 When energized parts are exposed barriers, guards and signage shall be used to prevent the area involved in electrical work from becoming an access point.
- 3.5.14 All contractor/supplier personnel trained and authorized to work on, or around energized electrical systems shall be required to have all required PPE and arch flash protection required by NFPA 70e.
- 3.5.15 Construction/temporary lighting shall meet NEC and OSHA requirements as well as maintaining a minimum of 15-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 section 3.1 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
- 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
- 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 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.
- 3.10.4 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.
- 3.10.5 Under no circumstances shall any piece of equipment or a load come within 10 feet of any energized overhead power line.
- 3.10.6 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.
- 3.10.7 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.
- 3.10.8 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.
- 3.10.9 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 Qualified riggers shall be identified with a Blue Vest
 - 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 job site 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 job sites shall be reported to the Messer representative immediately.
- 3.16.7 All cargo shall be secured. Material hanging over the sides or ends of a truck shall be flagged.
- 3.16.8 Transporting employees on equipment not designed for that specific purpose is prohibited. This includes riding while hanging onto the exterior of a vehicle or mobile equipment. Seatbelt use is mandatory for drivers/operators and passengers in all vehicles and equipment. No one is permitted to ride in the beds of trucks.

3.17 Construction Signage Use

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

3.18 Concrete and Masonry

- 3.18.1 All protruding reinforcing steel, onto and into which employees could fall, shall be guarded to eliminate the hazard of impalement.
- 3.18.2 A limited access zone shall be established whenever a masonry wall is be constructed. The limited access zone shall conform to the following:
 - 3.18.2.1 The limited access zone shall be established prior to the start of construction of the wall;
 - 3.18.2.2 Be equal to the height of the wall to be constructed plus four feet, and shall run the entire length of the wall;
 - 3.18.2.3 Be established on the side of the wall, which will not contain a scaffold;
 - 3.18.2.4 Be restricted to entry by employees actively engaged in constructing the wall. No other employees shall be permitted to enter the zone;
 - 3.18.2.5 Remain in place until the wall is adequately supported to prevent overturning and to prevent collapse.
- 3.18.3 All masonry walls over eight feet in height shall be adequately braced to prevent overturning and to prevent collapse. The bracing shall remain in place until permanent supporting elements of the structure are in place.

- 3.18.4** When overhand brick laying work is performed from scaffolding, the working side of the scaffold shall be protected from falls by guardrails or three courses of material with an effective height of no less than 24 inches above the work platform.
- 3.18.5** Dust control methods must be used when cutting, chipping, grinding, sand blasting or any other process involving concrete, block or brick. Wet methods must be used as first means of dust control. If not feasible, alternative methods must be in compliance with OSHA Repairable Crystalline Silica Standards.
- 3.18.6** Adequate eyewash facilities must be readily available for all employees working with uncured concrete, mortar, grout or acidic cleaning solutions.
- 3.18.7** Workers placing concrete from a chute, concrete bucket or hose shall wear adequate eye and face protection.

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 job sites.
- 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 job site, 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, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

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

(vi) Women; and

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

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

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

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

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

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

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

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

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

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

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

4.7 Overall DBE Goals. [49 CFR Part 26.45]

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

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

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

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

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

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

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

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

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

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

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

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

5. SBE Policy Statement and Objectives

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

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

5.3. SBE Participation Goals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.5 Monitoring SBE Participation.

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

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

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

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

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

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

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

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

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

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

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

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

6.2 Required Contract Clauses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.6 Monitoring the Banks Project Workforce Participation.

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

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

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

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

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

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

7. Employee Readiness Program

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

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

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

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

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

8. Inclusion Outreach Consultant

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

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

9. Socio-Economic Impact

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

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

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

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

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

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

10. Rules and Guidelines

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

SCHEDULE A

Employee Readiness Program

[TO BE ATTACHED]

The Banks – Public Infrastructure Development Parking Garage and Street Grid

FORM 2004
SUBCONTRACTOR APPROVAL REQUEST
Statement of Intent to Utilize Firms

Bid or Proposal Reference Number: _____

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

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

SUBCONTRACTOR

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

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

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

SIGNATURES

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



THE BANKS PROJECT SBE/DBE/MBE/WBE SUBCONTRACTOR SUBSTITUTION REQUEST

Bid Reference No. _____

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

The Banks - Phase 3B Public Infrastructure Development Parking Garage And Street Grid Monthly Workforce Tracking Form																				
Contractor Name:					Contract Value:						Trade Contract #:				Pay Application #:					
Date Submitted:					Business Type: (Circle all that apply)			SBE *BSBE MBE WBE DBE NONE												
Contact Person:					Reporting Dates:			From:								To:				
Address:					Federal Tax ID Number:															
City/State/Zip Code:					County:															
Telephone Number:					Email:															
Trade Contract Description:					Circle Appropriate Box:			Contractor 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 % Male	Total Female Hours	Total % Female	Minority Male Hours	Total % Male Minority	Minority Female Hours	Total % Female Minority	Caucasian Male Hours	Caucasian Female Hour	African American Male Hours	African American Female Hours	Asian American Male Hours	Asian American Female Hours	Hispanic American Male Hours	Hispanic American Female Hours	Native American Male Hours	Native American Female Hours	
FOREPERSON	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
EQUIPMENT OPERATORS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MECHANICS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TRUCK DRIVERS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
IRONWORKERS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CARPENTERS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CEMENT MASONS (and CONCRETE FINISHERS)	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
ELECTRICIANS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
PIPEFITTERS/PLUMBERS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
PAINTERS	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
LABORERS-SEMI SKILLED	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
LABORERS-UNSKILLED	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Authorized Contractor Representative Signature:										Title:				Date:						

The Banks - Public Infrastructure Development Parking Garage and Street Grid

Instructions Form WF-01

WF-01 Number of Employee Hours Report

Contractor Name:	Indicate Contractor's official name
Contract Value \$:	Indicate the approved Contract Value in dollars
Contract #:	Indicate the contract number for this contract
Project #:	Indicate the project number for this contract
Date Submitted:	Indicate the date the form is submitted
Reporting Dates:	Indicate the time period covered by this report (from date and to date)
Contact Person:	Indicate the Contractor's contact person responsible for completing this form
Business Status:	Indicate the Contractor's business status. Circle all which apply (if applicable)
Contractor Address:	Indicate the address of the contractor submitting the form
Federal Tax ID (FTID) Number:	Indicate the Federal Tax Identification or Social Security Number of the Contractor submitting the form
City/State/Zipcode:	Indicate the City, State and Zip Code of the Contractor's business location
County:	Indicate the County of the Contractor's business location
Telephone Number:	Indicate the telephone number of the Contractor's designated contact person
Email:	Indicate the email of the Contractors designated contact person
Trade Contract Description:	Indicate the description of the Contractor's work on this project
Job Category Trade Employees:	Indicate the job category of the trade employees working on the project
Total Employee Hours Worked:	Indicate the total number of employees hours worked for the time period covered by this report
Total Minority/Female Hours:	Indicate the total number of hours worked by minority and female employees for the period covered by this report
Caucasian Hours:	Indicate the total number of employees hours worked for Caucasian employees
African American Hours:	Indicate the total number of employees hours worked for African American employees
Asian American Hours:	Indicate the total number of employees hours worked for Asian American employees
Hispanic American Hours:	Indicate the total number of employees hours worked for Hispanic American employees
Native American Hours:	Indicate the total number of employees hours worked for Native American employees
Male/Female:	Indicate the number or % of male or female employees for the time period covered by this report
Foreperson:	Indicate the number of employees identified as Foreperson's working on this project
Equipment Operators:	Indicate the number of employees identified as Equipment Operators working on this project
Mechanics:	Indicate the number of employees identified as Mechanics working on this project
Truck Drivers:	Indicate the number of employees identified as Truck Drivers working on this project
Ironworkers:	Indicate the number of employees identified as Ironworkers working on this project
Carpenters:	Indicate the number of employees identified as Carpenters working on this project
Cement Mason(and Concrete Finishers):	Indicate the number of employees identified as Cement Masons(and Concrete Finishers) working on this project
Electricians:	Indicate the number of employees identified as Electricians working on this project
Pipefitter/Plumber:	Indicate the number of employees identified as Pipefitters/Plumbers working on this project
Painters:	Indicate the number of employees identified as Painters working on this project
Laborer-Semi Skilled:	Indicate the number of employees identified as Laborers-Semi Skilled working on this project
Laborers -Unskilled:	Indicate the number of employees identified as Laborers-Unskilled working on this project
Grand Totals:	Indicate the total of employee hours work for the identified categories for the timeframe covered by this report
Contractor Representative Signature:	Indicate the signature of the Contractor's authorized representative
Title:	Indicate the title of the Contractor's authorized representative
Date:	Indicate the date of the Contractor's authorized representative sign the form

*Job Trade Category Definitions are attached

FOREPERSON - Directly supervise and coordinate activities of construction. (Sample: Construction Foreman, Construction Superintendent, Construction Supervisor, Field Supervisor, Foreman, Job Superintendent, Project Superintendent, Site Superintendent, Superintendent, Supervisor)

EQUIPMENT OPERATORS - Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement. May repair and maintain equipment in addition to other duties. (Sample: Back Hoe Operator, Engineering Equipment Operator, Equipment Operator, Heavy Equipment Operator, Loader Operator, Machine Operator, Motor Grader Operator, Operating Engineer, Operator, Track Hoe Operator.) Operate equipment used for applying concrete, asphalt, or other materials to road beds, parking lots, or airport runways and taxiways, or equipment used for tamping gravel, dirt, or other materials. Includes concrete and asphalt paving machine operators, form tampers, tamping machine operators and stone spreader operators. (Sample: Equipment Operator (EO), Paver Operator, Roller Operator, Truck Driver, Operator, Screed Operator, Heavy Equipment Operator, Maintenance Equipment Operator (MEO), Asphalt Raker, Asphalt Paver Operator.)

MECHANICS - Operate on one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement. May repair and maintain equipment in addition to other duties. (Sample: Back Hoe Operator, Engineering Equipment Operator, Equipment Operator, Heavy Equipment Operator, Loader Operator, Machine Operator, Motor Grader Operator, Operating Engineer, Operator, Track Hoe Operator.)

TRUCK DRIVERS – Heavy and Tractor-Trailer Truck Drivers - Drive a tractor trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license. (Sample: Truck Driver, Driver, Over the Road Driver (OTR Driver), Line Haul Driver, Delivery Driver, Owner Operator, Road Driver, Semi Truck Driver, City Driver, Feeder Driver)

IRONWORKERS - Structural Iron and Steel Workers - Raise, place, and unite iron or steel girders, columns, and other structural members to form completed structures or structural frameworks. May erect metal storage tanks and assemble prefabricated metal buildings. (Sample: Ironworker, Iron Worker, Fitter / Welder, Steel Fabricator, Steel Worker, Structural Steel Erector, Tower Hand) Reinforcing Iron and Rebar Workers - Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Use a variety of fasteners, rod-bending machines, blowtorches and hand tools. Includes rod busters. (Sample: Ironworker, Rod Buster, Iron Worker, Steel Tier, Field Ironworker, Reinforced Ironworker, Rodman)

CARPENTERS - Construct, erect, install, or repair structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding, and rafters; and wood stairways, window and door frames, and hardwood floors. May also install cabinets, siding, drywall and batt or roll insulation. Includes brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways. Construction Carpenters - Construct, erect, install, and repair structures and fixtures of wood, plywood, and wallboard, using carpenter's hand tools and power tools. (Sample: Carpenter, Lead Carpenter, Assembler, Finish Carpenter, Construction Worker, Custom Stair Builder, Installer, Production Worker, Trim Carpenter, Concrete Carpenter) Rough Carpenters - Build rough wooden structures, such as concrete forms, scaffolds, tunnel, bridge, or sewer supports, billboard signs, and temporary frame shelters, according to sketches, blueprints, or oral instructions. (Sample: Carpenter, Apprentice Carpenter, Form Carpenter, Journeyman Carpenter, Rough Carpenter, Union Carpenter, Bridge Carpenter, Bridge Repair Crew Person)

CEMENT MASON(and Concrete Finishers) - Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, roads, or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; and use saws to cut expansion joints. (Sample: Concrete Finisher, Cement Finisher, Cement Mason, Finisher, Mason, Concrete Mason.)

ELECTRICIANS - Install, maintain, and repair electrical wiring, equipment, and fixtures. Ensure that work is in accordance with relevant codes. May install or service street lights, intercom systems, or electrical control systems. (Sample: Chief Electrician; Control Electrician; Electrician; Industrial Electrician; Inside Wireman; Journeyman Electrician; Journeyman Wireman; Maintenance Electrician; Mechanical Trades Specialist, Electrician; Qualified Craft Worker, Electrician (QCW, Electrician)

PIPEFITTER/PLUMBER- Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Includes sprinkler fitters. (Sample: Pipe Fitter, Pipefitter, Welder, Steamfitter, Sprinkler Fitter, Equipment Service Associate (ESA), Machine Repairman, Journeyman Pipefitter, Millwright, Pipe Welder.) Assemble, install, or repair pipes, fittings, or fixtures of heating, water, or drainage systems, according to specifications or plumbing codes. (Sample: Commercial Plumber; Drain Cleaner, Plumber; Drain Technician; Journeyman Plumber; Master Plumber; Plumber; Plumber Gasfitter; Plumbing and Heating Mechanic; Residential Plumber; Service Plumber)

PAINTERS - Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May remove old paint to prepare surface prior to painting. May mix colors or oils to obtain desired color or consistency. (Sample: Painter, Facilities Painter, Maintenance Painter, Highway Painter, Industrial Painter)

LABORERS-SEMI SKILLED – Having or requiring more training and skill than unskilled labor but less than skilled. Perform tasks involving physical labor at construction sites. May operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small mechanical hoists, surveying and measuring equipment, and a variety of other equipment and instruments. May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, and clean up rubble, debris and other waste materials. May assist other craft workers. (Sample: Construction Laborer, Construction Worker, Curb and Gutter Laborer, Drain Layer, Drop Crew Laborer, Helper, Laborer, Post Framer, Skill Labor, Union Laborer)

LABORERS UNSKILLED – All non-classified laborers. Any miscellaneous job classifications are to be incorporated in the most appropriate category listed on the form. All employees on the project should be accounted for.

The Banks - Phase 3B Public Infrastructure Development Parking Garage and Street Grid																	
Number of Employees Report																	
Contractor Name:						Contract Value \$:											
Date Submitted:						Reporting Dates:		From:						To:			
Contact Person:						Pay Application #:											
Address:						County:											
City/State/Zip Code:						Business Type:											
Telephone Number:						Federal Tax ID:											
Trade Contract Description:						Contact Email:											
Number of Employees																	
	Total Number of Employees	Caucasian Men		Women		Minority		Caucasian		African American		Asian American		Hispanic American		Native American	
		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	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0	0
Total number of full-time employees working on Banks contract [6.6 (a) (1)]	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0	0
Total number of part-time employees working on Banks contract [6.6 (a) (1)]	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0	0
Total number of employees working on Banks contractor (who perform work directly or indirectly) who lives in the Cincinnati Middletown MSA [9.1 (a) (ii)]	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0	0
Total number of all employees working within this MSA (All employees in company)	0	0	0.00%	0	0.00%	0	0.00%	0	0	0	0	0	0	0	0	0	0

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

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

YES

NO

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

Authorized Contractor Representative:

Signature

Title

Date

The Banks - Public Infrastructure Development Parking Garage and Street Grid

Instructions Form WF-02

WF-02 Monthly Workforce Tracking Form

Contractor Name:	Indicate Contractor's official name
Contract Value \$:	Indicate the approved Contract Value in dollars
Contract #:	Indicate the contract number for this contract
Project #:	Indicate the project number for this contract
Date Submitted:	Indicate the date the form is submitted
Reporting Dates:	Indicate the time period covered by this report (from date and to date)
Contact Person:	Indicate the Contractor's contact person responsible for completing this form
Contractor Address:	Indicate the address of the contractor submitting the form
Federal Tax ID (FTID) Number:	Indicate the Federal Tax Identification or Social Security Number of the Contractor submitting the form
City/State/Zip code:	Indicate the City, State and Zip Code of the Contractor's business location
County:	Indicate the County of the Contractor's business location
Telephone Number:	Indicate the telephone number of the Contractor's designated contact person
Email:	Indicate the email of the Contractors designated contact person
Total # of Employees:	Indicate the total number of participants who worked on this contract
Total # of Caucasian Men:	Indicate the total participation of Caucasian men working on this contract
Total Percent of Caucasian Men:	Indicate the total percentage of Caucasian men working on this contract
Total # of Women:	Indicate the total participation of females working on this contract
Total Percent of Women:	Indicate the total percentage of females working on this contract
Total # of Minorities:	Indicate the total participation of minorities working on this contract
Total Percent of Minorities:	Indicate the total percentage of minorities working on this contract
Caucasian Men :	Indicate the total number of Caucasian men working on this contract
Caucasian Women :	Indicate the total number of Caucasian women working on this contract
African American Men:	Indicate the total number of African American men working on this contract
African American Women:	Indicate the total number of African American women working on this contract
Asian American Men:	Indicate the total number of Asian American men working on this contract
Asian American Women:	Indicate the total number of Asian American women working on this contract
Hispanic American Men:	Indicate the total number of Hispanic American men working on this contract
Hispanic American Women:	Indicate the total number of Hispanic American women working on this contract
Native American Men:	Indicate the total number of Native American men working on this contract
Native American Women:	Indicate the total number of Native American women working on this contract
Total # Minority and/or Women:	Indicate the combined total of minorities and women working on this contract
Percentage of Total Employees:	Indicate the combined percentage of minorities and women working on this contract
Grand Totals:	Indicate the total of employee hours work for the identified categories for the timeframe covered by this report
Contractor Representative Signature:	Indicate the signature of the Contractor's authorized representative
Title:	Indicate the title of the Contractor's authorized representative
Date:	Indicate the date of the Contractor's authorized representative sign the form

*Job Trade Category Definitions are attached

The Banks - Public Infrastructure Development Parking Garage and Street Grid											
Monthly Subcontractor Utilization Report											
Contractor Name:							Type of Inclusion Program:		SBE or DBE		
Date Submitted:							Contractor Pay Application #:				
Contact Person:							Reporting Period From:		To:		
Contractor Address:							Business Type: (Circle all that apply)		*Banks SBE SBE MBE WBE **DBE None		
Contractor City/State/Zip Code:							County:				
Telephone Number:							Federal Tax ID:				
Trade Contract Description:							Email Address:				
Employee Information Form											
Employee Name	Minority (Circle Y or N)		Female (Circle Y or N)		Full or Part Time (Circle FT or PT)		Home Address	Last 4 digits of Social Security #	Minority Classification	County	Job Trade Category
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					
	Y	N	Y	N	FT	PT					

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

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

***Column should 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

**The Banks - Public Infrastructure Development Parking Garage and Street Grid
Instructions Form WF-03**

WF-03 Monthly Employee Report

Contractor Name:	Indicate Contractor's official name
Contract Value \$:	Indicate the approved Contract Value in dollars
Contract #:	Indicate the contract number for this contract
Project #:	Indicate the project number for this contract
Date Submitted:	Indicate the date the form is submitted
Reporting Dates:	Indicate the time period covered by this report (from date and to date)
Contact Person:	Indicate the Contractor's contact person responsible for completing this form
Business Type:	Indicate the Contractor's business status. Circle all which apply (if applicable)
Contractor Address:	Indicate the address of the contractor submitting the form
Federal Tax ID (FTID) Number:	Indicate the Federal Tax Identification or Social Security Number of the Contractor submitting the form
City/State/Zipcode:	Indicate the City, State and Zip Code of the Contractor's business location
County:	Indicate the County of the Contractor's business location
Telephone Number:	Indicate the telephone number of the Contractor's designated contact person
Email:	Indicate the email of the Contractor's designated contact person
Trade Contract Description:	Indicate the description of the Contractor's work on this project
Employee Name:	Indicate the name of employee working on this project
Minority:	Indicate whether the employee belongs to an ethnic minority group - Circle Response - Yes or No
Female:	Indicate whether the employee is female of any ethnic group - Circle Response - Yes or No
Full/Part Time:	Indicate whether the employee is working in a full time or part time capacity - Circle Response - FT or PT
Home Address:	Indicate the home address of the employee
Last 4 Digits of Employee Social Security #:	Indicate the last 4 social security numbers of the employee
Minority Classification:	Indicate the minority classification of the employee (if applicable)
County:	Indicate the county of the employee
Job Category Trade Employees:	Indicate the job category of the trade employees working on the project
Contractor Representative Signature:	Indicate the signature of the Contractor's authorized representative
Title:	Indicate the title of the Contractor's authorized representative
Date:	Indicate the date of the Contractor's authorized representative sign the form

*Job Trade Category Definitions are attached

Consolidated Metropolitan Statistical Area (CMSA) OH-KY-IN

40006	40011	40045	40055	40075	40355	40359	40363	40379	41001
41003	41005	41005	41006	41007	41008	41010	41011	41012	41014
41017	41018	41019	41021	41025	41030	41033	41034	41035	41040
41043	41044	41045	41046	41051	41052	41053	41054	41055	41056
41062	41063	41071	41072	41073	41074	41075	41076	41083	41085
41086	41092	41094	41095	41096	41097	41098	41099	45001	45002
45003	45004	45005	45011	45012	45013	45014	45015	45018	45030
45032	45033	45034	45036	45039	45040	45041	45042	45044	45050
45051	45052	45053	45054	45055	45056	45061	45062	45063	45064
45065	45066	45067	45068	45069	45071	45101	45102	45103	45105
45106	45107	45111	45112	45113	45114	45115	45118	45119	45120
45121	45122	45123	45130	45131	45132	45133	45135	45140	45142
45144	45146	45147	45148	45150	45152	45153	45154	45155	45156
45157	45158	45159	45160	45162	45164	45166	45167	45168	45169
45171	45172	45174	45176	45177	45201	45202	45203	45204	45205
45206	45207	45208	45209	45211	45212	45213	45214	45215	45216
45217	45218	45219	45220	45221	45222	45223	45224	45225	45226
45227	45229	45230	45231	45232	45233	45234	45235	45236	45237
45238	45239	45239	45240	45241	45242	45243	45244	45245	45246
45247	45248	45249	45250	45251	45252	45253	45254	45255	45258
45262	45263	45264	45267	45268	45269	45270	45271	45273	45274
45275	45277	45280	45296	45298	45299	45335	45458	45612	45616
45618	45650	45657	45660	45671	45679	45684	45693	45697	45999
47001	47003	47006	47010	47011	47012	47016	47018	47019	47020
47021	47023	47024	47030	47031	47033	47034	47035	47036	47037
47038	47039	47040	47041	47042	47043	47060	47224	47250	47325
47331	47353	47357							

SECTION 011100
SUMMARY OF WORK

PART 1 GENERAL

1.01 GENERAL PROVISIONS OF BID PACKAGE #1 TRADE CONTRACTS

- A.** The following summary is a description of work for all Contract Descriptions for THE BANKS – PHASE 3C. 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	Concrete Foundations and Underground Utilities
TC-02	General Trades

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 maybe directed to leave the jobsite.
- P. Each Contractor shall be restricted to working hours of 7:00am to 4:00pm unless alternate arrangements are approved by the Construction Manager. This does not alleviate the Trade Contractor's responsibility to work overtime as required to maintain the schedule.

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

- Z. Time is of essence on this project. Each Trade Contractor shall phase, construct and complete their work within the requirements included in Specification Section 013216 and the subsequent development of and updating of the Banks Phase 3B – Bid Package 2 Schedule by the Construction Manager.
- AA. Each Contractor shall complete the Resource Utilization and Inclusion Tracking Forms that are included in the Specifications. The forms shall be completed on a monthly basis and submitted with the monthly pay request. Completed resource utilization forms must be submitted with the pay request in order for the pay request to be processed.
- AB. Each 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: Concrete Garage Structure and Underground Utilities**

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

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

Bidding Requirements, Contract Forms and Conditions of the Contract	
Section 017329	Cutting and Patching
Section 017419	Construction Waste Management and Disposal

The following items represent specific inclusions in this Contract TC-02: Concrete Garage Structure and Underground Utilities. 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 and with the recommendations of the Geotechnical Exploration report included in the documents as appendix B.
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. Geotechnical monitoring and testing services are provided by others. This Trade Contractor shall coordinate and assist in the inspection and testing of all work on a daily basis.
4. This Contractor shall include removal of the existing asphalt parking surface and gravel, not previously removed as part of bid package #1 scope from Prior Phase 3B construction, after auger cast piling work scope was completed. Existing surface to be removed as work progresses to maintain a solid working surface. Review existing site condition prior to bid date.
5. This Contractor shall include all excavation and backfill as needed for foundations (including pile caps and grade beams) from the existing conditions. All borrow material or engineered fill shall meet the requirements of the specifications.
6. This Contractor shall include excavation and prep for slab on grade.
7. This contractor to include cohesive soil installation per the docs.

8. This contractor to include all existing concrete demo required for structure construction. Demo to be performed in a neat precision manner. Put back to be included in garage locations.
9. Demo of Sidewalks, curb cut, and other concrete located in the Right of Way to be by TC-02. Put back to be by TC-02 in Right Of Way.
10. The Concrete structure complete including but not limited to pile caps, columns, slab on grade, grade beams, retaining walls and shear walls shall be included as part of this trade contract. Podium Slab and site concrete to be in future package. Reinforcing steel shall be provided as part of this work scope.
11. This contractor is responsible for providing all sealants, sealers and admixtures as required.
12. Coordination with future miscellaneous metals contractor shall be included for anchor bolts, embedded plates and other items imbedded in the concrete work. This contractor shall receive, inventory and install miscellaneous metal anchors, plates and sleeves as required for a complete, correct installation. Material shall be furnished and delivered by others. This contractor shall receive and set in place items which are to be cast into concrete structure. Layout shall be coordinated with the future miscellaneous metals contractor. This contractor shall be responsible for remedial work required if the anchors or plates are moved during concrete placement.
13. Expansion joint and compression seals shall be included in this work scope complete.
14. Contractor performing work must have all licenses and certifications as required by the specifications and/or authorities having jurisdiction.
15. Provide and maintain temporary protection and plates to maintain safe access across site. All holes, trenches, etc are to be protected. A ramp (Earthen or built) is to be provided for access into all excavations
16. This contractor shall provide temporary safety railing around or protective floor cover over openings in the concrete slabs as required to meet OSHA standards. This includes covers over the sleeve openings.
17. Slab tolerance shall be monitored by this contractor during and after each concrete placement. As-built information for each horizontal slab placement shall be provided the day after placement.
18. Spoil removal for this work scope is the responsibility of this Trade Contractor. All materials are to be removed from site and legally disposed.
19. Temporary water and temporary power required for this work scope shall be the responsibility of this Trade Contractor.
20. Dewatering and/or mucking as required to complete this work scope shall be the responsibility of this Trade Contractor. All open

- holes/excavations shall be kept clean and free from water as required by the contract documents. This Trade Contractor shall provide barricades or other measures to protect the public and other workers on site from a fall hazard into excavations/holes.
21. This Trade Contractor shall include all reinforcing steel as required for a complete, correct installation. All deliveries, hoisting and rigging into place are to be provided by this Trade Contractor as required.
 22. This Trade Contractor shall be responsible for dust control as required for this work scope.
 23. Traffic control for this work scope is the responsibility of this Trade Contractor.
 24. Only the washing of the chute will be permitted on site. Wash out of the concrete truck to be done at the batch plant. This contractor is responsible for clean-up of all dunnage from deliveries and hauling off-site within a timely manner.
 25. Provide all layout and engineering from control points and benchmarks provided on survey drawings.
 26. This Trade Contractor shall employ a utilities location service to locate all utilities for location and elevation prior to commencement of any work on Site. Underground utilities that are to remain shall be permanently located, maintained and protected with signage and barricades until completion of Contract Time.
 27. This Trade Contractor shall include any necessary permits required for temporary road shutdowns if required to perform this work scope.
 28. All hoisting associated with this Trade Contract is to be included in this work scope.
 29. Reference Section 017419 for removal of all debris.
 30. When doing utility work, all work shall be done by an approved contractor as identified by that utility company.
 31. This Trade Contractor shall include backfill as identified to meet the specification requirements to 6 inches below existing grade where the slab on grade is not being provided.
 32. The temporary plywood protection shown at the existing garage will be provided and maintained by others.
 33. This Trade Contractor shall provide all new storm and sanitary plumbing work for the building and site as shown and required including but not limited to excavation, piping, manholes, covers, location of tie in points, verification of existing, backfill and compaction and testing.
 34. This Contractor shall provide all hangers and inserts as required for a complete, correct installation.
 35. This Trade Contractor shall provide drains for casting into concrete as shown or specified and shall include provisions to anchor drain to formwork where required.

36. This Contractor shall NOT include the following scope of work: Steel Bollards, Metal Railings, Painting, Line Striping and Masonry. These scopes of work will be part of a future bid package.
37. This Contractor shall account for the potential of Class C soils when performing this scope of work. This shall include the forming of pile caps as required. OSHA/Messer safety standards shall be maintained when constructing pile caps in regards to the sloping of excavations and employee entry.
38. Include allowance of 4,000lbs of rebar including labor to be installed at the CM direction.
39. This Trade Contractor shall include a \$ 50,000 allowance to account for potential design changes initiated by the Owner.

B. CONTRACT DESCRIPTION TC-02: General Trades

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

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

Bidding Requirements, Contract Forms and Conditions of the Contract	
General Requirements	
Section 024100	Demolition
Section 321216	Asphalt Paving
Section 321723	Pavement Markings

The following items represent specific inclusions in this Contract TC-02: General Trades. 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. Provide and maintain temporary water filled barrier style site fence with fence tops, including 2 pair of 12 foot gates (24 foot total opening) from mobilization on site until 8/1/2022. Provide chain for locking gates. Gate locks to be provided by others. Temporary site fence shall be chain link at least 6 foot tall above grade.
2. Remove and salvage existing concrete barriers around Lot 28. Barriers to be placed at CMs direction within 2 miles. Labor, equipment, hauling, etc to be included.

3. Provide labor to install Owner provided signage at each of the four gate locations.
4. Remove, salvage, and turn over existing plantings located in the planting bed located in Lot 28. Plantings to be removed in a careful manner and relocated to a location within 5 miles.
5. Provide temporary chemical type toilets at 2 locations (two toilets per location) from the time of mobilization until 8/1/2020. Provide weekly service of the temporary toilets including supplies and cleaning. Toilets shall be provided with a lock and key. Six (6) keys are to be provided for each lock and turned over to the Construction Manager to manage.
6. This Trade Contractor shall provide temporary construction entrance as detailed on the construction documents. Maintenance of locations to be included.
7. Removal all pipe bollards as noted.
8. Demo of Sidewalks, curb cut, and other concrete located in the Right of Way to be by TC-02. Put back to be by TC-02 in Right Of Way. Demo of concrete required for the structure to be by TC-01
9. This Contractor shall provide the Lot 27 barricades. Elevated and at grade. This includes the temporary partition wall and water barrier style fencing at the elevated slab edge. Include protection where required to have a secured site. Wall and barriers to be maintained until 8/1/2020.
10. Provide and maintain erosion control measures per the SWPPP including but not limited to erosion control fence and inlet protection devices until 8/1/2022.
11. Provide Site fencing (Panels with feet) and 2 – 12' gates in Lot E for construction laydown per the Logistics plan. Site to include 37 spots.
12. Provide daily perimeter site cleanup of debris along the temporary fence and existing garages and legal disposal of waste off site.
13. Trade Contractor to machine clean public property a minimum of once a week. Trade Contractor to include additional machine cleaning when Public events occur. This Trade Contractor will also be responsible for cleaning public property with water if necessary.
14. This trade contractor shall include an allowance of \$10,000 in labor and \$ 10,000 for materials and equipment to be allocated at the direction of the Construction Manager for items such as General carpentry work, general labor, additional signage and additional cleaning as directed.
15. This Trade Contractor shall provide communal dumpsters as needed for general construction waste as result of all scope of work until 8/1/2022.

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.

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- 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.

1.7 MATERIAL ALLOWANCES

- A. The allowance itself shall include the cost of purchasing the specified materials only, including sales and use tax if applicable. The cost of labor (and/or erection), overhead, profit, tools, equipment, delivery, unloading, warehousing, etc. shall be included in the Base Bid and shall NOT be included in the stated allowance.
- B. This type of allowance shall be adjusted by the difference of the allowed material purchase price and the actual purchase price, either additive or deductive, with no consideration given for either increased or decreased OH&P.
- C. Example: A bid category for carpet may include a Material Allowance of \$15.00/sy to purchase carpet. The cost for installation, tools, equipment, delivery, unloading, warehousing, overhead, profit, etc. shall be included in the Base Bid and are not part of the allowance.
- D. Subcontractor shall submit proposals to Contractor for materials selections by the Architect. After selection, subcontractor shall following normal submittal procedures.
- E. Subcontractor shall note if Contract Time will be affected with any material selection.
- F. Invoices shall be submitted to the Contractor to verify actual purchase amounts and quantities.

1.8 QUANTITY ALLOWANCES

- A. The allowance itself is to adjust quantity only. All costs such as material, sales tax, labor (and/or erection), overhead, profit, tools, equipment, delivery, unloading, warehousing, etc. shall be included in the Base Bid.
- B. This type of allowance shall be adjusted by the difference in the allowed quantity vs. the actual quantity times a unit price, which includes all material, labor, equipment, OH&P, etc.
- C. Example: A bid category for steel may include a Quantity Allowance of 5 tons of misc. steel that may not be designed at the time of bidding. The bidder shall include the cost of furnishing, fabricating and installing (erecting) this 5 tons of misc. steel in the Base Bid and a unit price to adjust the bidder's contract amount if the actual quantity is different from the allowed amount.
- D. Sufficient documentation to substantiate the quantity difference shall be submitted to the Contractor.

1.9 UNUSED MATERIALS

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

PART 2 - SCHEDULE OF ALLOWANCES

2.1 TC-02 - \$50,000.00

TC-02 - \$20,000.00

END OF SECTION 01 21 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. Materials and/or Methods Specified by Name:
 - 1. This Contract uses some materials and methods that are related to the structure's function as Phase III of the Central Riverfront Intermodal Parking Garage. This structure and its systems must function in combination with the prior two Phases of the facility's construction. Materials and/or

methods specified by name are typically essential for compatibility or synchronization with, or maintenance of, existing facilities and equipment.

- C. Where materials and/or methods are specified by name and/or model number, followed by the words "or approved equal":
 - 1. Material and/or method specified by name establishes the required standard of quality.
 - 2. Materials and/or methods proposed by Contractor to be used in lieu of materials and/or methods so specified by name shall in all ways equal or exceed qualities of the named materials and/or methods.
- D. Where the phrase "or equal," or "or approved equal" occurs in Contract Documents, do not assume that materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this Work by the Owner in consultation with the Architect.

1.4 SUBSTITUTIONS

- 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.

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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.

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- E. The Contractor will distribute minutes of the meeting to each party present and to parties who should have been present, Architect/Engineer, and Owner.
 - F. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- 1.4 Progress (Weekly Work Plan) Meetings: Contractor will conduct progress meetings at weekly intervals. Purpose of meetings is to coordinate work efforts among the participating Subcontractors.
- A. Attendees: Contractor, each Subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - B. Agenda: Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - 1. Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to the 6-week look ahead and Reverse Phase Schedules. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time. Review schedule for next period.
 - 2. Review present and future needs of each entity present, including the following:
 - a. Interface requirements.
 - b. Sequence of operations.
 - c. Status of submittals.
 - d. Deliveries.
 - e. Off-site fabrication.
 - f. Access.
 - g. Site utilization.
 - h. Temporary facilities and controls.
 - i. Work hours.
 - j. Hazards and risks.
 - k. Progress cleaning.
 - l. Quality and work standards.
 - m. Status of correction of deficient items.
 - n. Field observations.
 - o. Requests for interpretations (RFIs).
 - p. Status of proposal requests.
 - q. Pending changes.
 - r. Status of Change Orders.
 - s. Pending claims and disputes.
 - t. Documentation of information for payment requests.
 - u. Waste management implementation and progress.

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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.

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- 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.

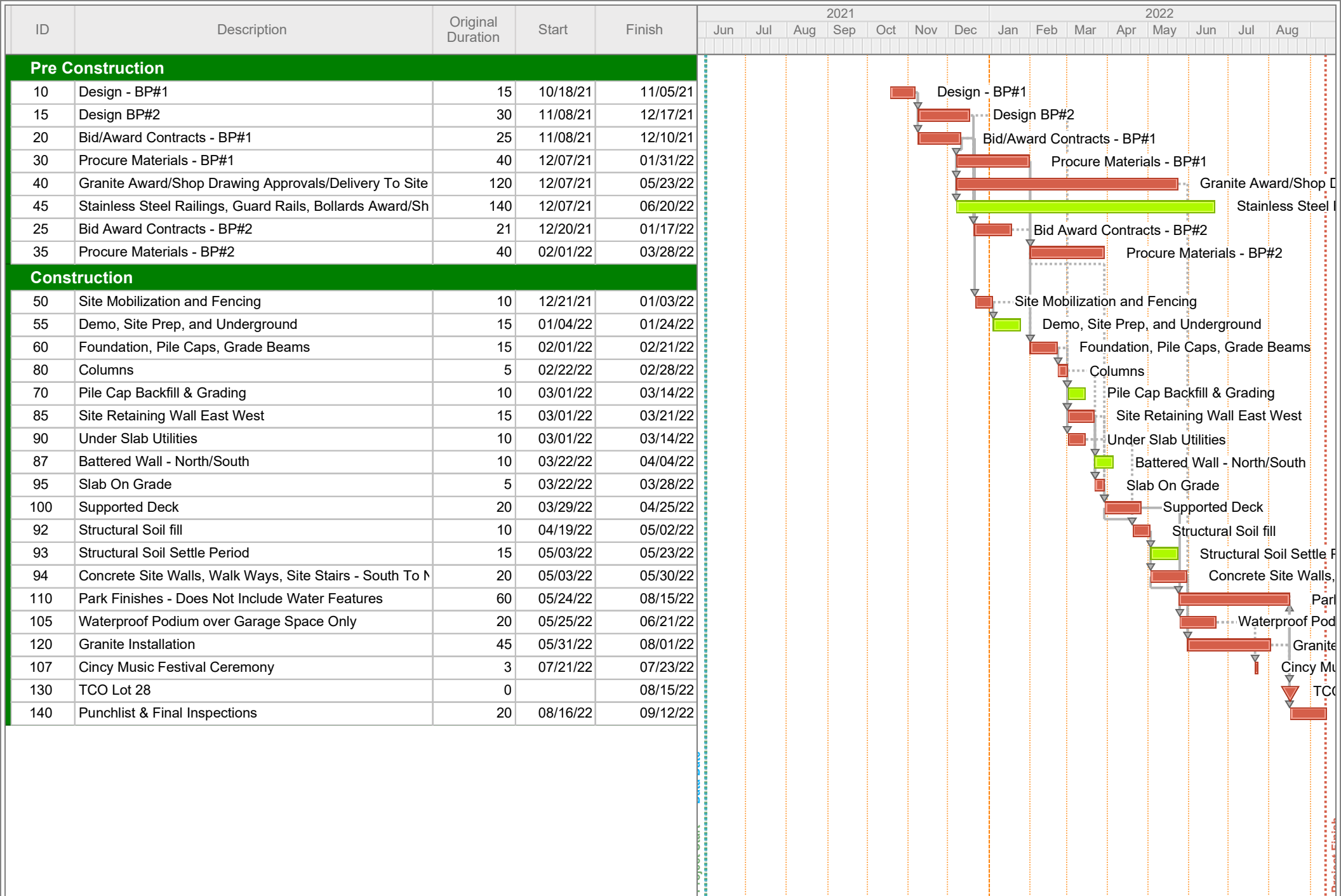
2.5 Distribution

- 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



Start Date: 06/01/21
 Finish Date: 09/12/22
 Data Date: 06/01/21
 Run Date: 11/10/21

Riverfront Venue
 Lot 28 Construction Schedule
 11-5-2021



SECTION 01 32 26 - CONSTRUCTION PROGRESS REPORTING

PART 1 - GENERAL

1.1 Daily Reports

- A. Subcontractors are required to prepare daily reports. This daily construction report should record at a minimum, the following information concerning events at the project site:

1. Number of personnel onsite, including subcontractors.
2. Summary of work completed.
3. Equipment onsite.
4. Material deliveries.
5. High and low temperatures and general weather conditions, including the presence of snow or rain.
6. Accidents or incidents.
7. Unusual events (refer to special reports).
8. Stoppages, delays, shortages, and losses.
9. Meter readings and similar recordings.
10. Emergency procedures.
11. Orders and requests of authorities having jurisdiction.
12. Change orders received and implemented.
13. Construction change directives received and implemented.
14. Services connected and disconnected.
15. Equipment or system tests and startups.

- 1.2 Reports are to be submitted in a neat and legible format daily to Contractor each morning for the previous day's work. No progress payments will be made to the Subcontractor until all of their daily reports are received by Contractor for that particular month.

END OF SECTION 01 32 26

SECTION 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.

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	
Aluminum & Glass	White	
Framing & Drywall	Light Blue	
Flooring	Maroon	
Fire Protection	Pink	
Plumbing	Blue	

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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 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, ready-mix concrete testing and inspection, and reinforcing steel inspections, 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.)

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.

- 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 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 in Phase 3B.

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, Foundation Permit, and General Building 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

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.

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. The future Electrical Subcontractor in BP#2 shall then extend the temporary power system and provide temporary lighting as the structure is completed. The Electrical Subcontractor shall maintain the same throughout the remainder of the construction period. Temporary systems shall be removed after the permanent systems are in place by the Electrical Subcontractor and with the approval of the Contractor.
2. The Electrical Subcontractor will provide temporary light and power distribution for construction purposes for all trades as describe in the subsequent paragraphs.
3. The Electrical Subcontractor is responsible to maintain the temporary electrical power and lighting system at all times and is to provide off hours service as needed for the same.
4. The Electrical Subcontractor is responsible for all electrical work related to the temporary heating/cooling and ventilation. See appropriate section of this specification for further detail.
5. Until such time as temporary power is established, each Subcontractor shall provide their own generators to provide their own power as required.
6. 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

1. The Electrical Subcontractor is to provide a submittal detailing the distribution system, power receptacle bank locations and general information on lighting layout for review by the Contractor.
2. Receptacles and panels should be mounted on plywood panels and wood floor stands at all distribution points or an approved alternative. Mobile manufactured receptacle banks can be used for all receptacle bank locations. The Electrical Subcontractor must maintain a log of testing GFCI receptacles as required by OSHA.
3. This service is to consist of panelboards, receptacles, switches, grounding and all other labor and materials necessary to provide a complete and operating system. Label all breakers and the corresponding receptacle and lighting area they feed. This is to be done on the panel directory provided with the panel.
4. The temporary system is to be laid out, balanced, and sized so as to produce a voltage drop of no more than 5% at the extreme end of the line, when operating at full load.
5. Install and maintain a reasonably balanced system and take current readings on the feeders at regular intervals as required. Correct any serious phase unbalance.
6. Protect the installation against weather damage, normal operations of other trades, and other persons on the site.
7. All wiring for the temporary system must be installed a minimum of 9'0" above finished floor and routing shall be coordinated with the Contractor.
8. Maintain the temporary electrical service for the duration of this contract.
9. Removal of all temporary electric material is the responsibility of the Electrical Subcontractor. Damage caused by removing the temporary electric system is the

responsibility of the Electrical Subcontractor. This does not include “normal” patching of drywall where conductors pass through partitions.

C. Temporary Lighting

1. Provide labor and material for the installation and maintenance of temporary lighting for all areas of construction as required for the duration of this contract.
2. Maintain temporary outdoor security lighting around the site to illuminate the entire building perimeter as needed to not leave any dark spaces on the project site. As conditions change provide and install additional security lighting at the direction of the Contractor.
3. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system. Provide switching on each floor level for the purpose of turning lights off during non-work hours. Minimum night lighting levels must be maintained, as required.
4. Temporary general lighting will be provided such that a minimum of 5 foot-candle illumination level is maintained in all areas. As part of the general requirements above the Electrical Subcontractor must submit a temporary lighting plan to the Contractor for approval prior to installation. This plan should include anticipated lighting levels.
5. Fixtures and Lamps are required to be LED type.
6. All wiring for temporary lighting must be installed a minimum of 9’0” above finished floor.
7. Install and maintain a reasonably balanced system and take current readings on the feeders at regular intervals as required. Correct any serious phase unbalance.
8. Protect the installation against weather damage, normal operations of other trades, and other persons on the site.
9. Replace lamps as required for the duration of this contract.
10. The Electrical Subcontractor is responsible for adding any additional lighting as partitions are erected to maintain the required foot-candle level.
11. All temporary lighting will be removed as part of this Contract by the Electrical Subcontractor as directed by the Contractor. The Electrical Subcontractor will remove all components off site and repair the work as directed by the Contractor.
12. Any temporary lighting required by other trades before project wide temporary lighting is available 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. TC-02 shall provide temporary chemical-type toilet facilities for all workers for the duration of the project. Provide number of units as appropriate for number of workers on-site. Hand washing facilities shall also be provided at designated locations.

2.3 TEMPORARY WATER

- A. Each Subcontractor shall provide for their own temporary water required for construction purposes. Taps off of existing fire hydrants or water mains may be considered, provided each Subcontractor wanting to do so coordinates with the local water utility company.

- B. Each Subcontractor shall provide its own drinking water.

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.

2.5 ON-SITE MATERIAL STORAGE

- A. The Contractor shall designate a lay-down area for stored materials. Said areas shall be kept neat and orderly by those subcontractors using it. An area in Lot E will be provided but space will be limited.

2.6 TEMPORARY ROADS AND PAVING

- A. Each Subcontractor shall take measures to minimize mud and debris which might be tracked or fall onto existing roads. Any mud, debris, etc is the responsibility of the contractor responsible.

2.7 TEMPORARY PARKING

- A. Parking is on a paid basis only.

2.8 DEWATERING FACILITIES AND DRAINS

- A. Maintain the site, excavations and construction free of water.
- B. Comply with individual specification section requirements. If none stated in the specification section, comply with Division 2 sections.

2.9 CONSTRUCTION AND PERSONNEL HOISTING

- A. All Subcontractors shall be responsible for providing their own hoisting.

2.10 CONSTRUCTION SIGNAGE

- A. The Contractor will provide jobsite directional signage and project identification signage.
- B. No other signage will be permitted.

2.11 SITE SECURITY

- A. Each Subcontractor shall be responsible for securing their materials, tools, and equipment.

- B. There will not be any security provided after hours.

2.12 TEMPORARY FIRE PROTECTION

- A. Temporary fire protection measures are to be used until permanent fire protection systems are active and have been inspected and approved by local authorities. Each Subcontractor shall be responsible for providing their own fire protection measures.
- B. Install and maintain temporary fire protection facilities to comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding construction, Alterations, and Demolition Operations." They shall be UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- C. Locate fire extinguishers where convenient and effective for intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
- D. Store combustible materials in containers in fire safe locations.
- E. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
- F. Provide supervision of welding operations, combustion type temporary heating units and similar sources of fire ignition.
- G. In addition to each Subcontractor's own fire extinguisher requirements, the Contractor shall provide fire extinguishers at each floor and near each stair per OSHA regulations.

2.13 CONSTRUCTION DEBRIS HANDLING

- A. TC-02 shall provide dumpster(s) for debris and waste materials generated from construction operations. 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.

The Banks – Lot 28

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- B. Provide barricades, identification and illumination as required around excavation hazards.

END OF SECTION 01 50 00

SECTION 017329

CUTTING AND PATCHING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Requirements for all cutting (including excavation), fitting, and patching required to:
 - 1. Cut and patch at interface of new work at existing construction.
 - 2. Remove and replace portions of the Work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work or work not conforming to requirements of Contract Documents.
 - 4. Remove samples of installed work as specified for testing, and subsequent patching/replacement.
- B. Refer to General Conditions also.

1.2 SUBMITTALS

- A. Requests for Construction Manager's Consent:
 - 1. Prior to cutting that affects structural safety, submit written request to Construction Manager for permission to proceed with cutting.
 - 2. Should conditions of the Work, or schedule, indicate a required change of materials or methods for cutting and patching, so notify Construction Manager and secure written permission from Construction Manager and the required change order prior to proceeding.
- B. Notices to Construction Manager:
 - 1. Prior to cutting and patching performed pursuant to Construction Manager's instructions, submit cost estimate to Construction Manager. Secure Construction Manager's approval of cost estimates and type of reimbursement before proceeding with cutting and patching.
 - 2. Submit written notice to Construction Manager designating the time work will be uncovered, to provide for Construction Manager's observation.

1.3 QUALITY ASSURANCE

- A. Coordinate with work of other Contractors and subcontractors to minimize cutting and patching.
- B. Perform cutting and patching with adequate numbers of skilled workmen who are trained and experienced in the necessary crafts and who are familiar with the specified requirements and methods needed for proper performance of the work.
- C. Patching shall match the adjacent surfaces, shall meet code requirements, and shall be performed by trade specializing in the work requiring patching.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Comply with Sections and standards for each specific product involved.

2.2 PAYMENT FOR COSTS

- A. Perform cutting and patching required by Contract Documents at no additional cost to Owner. Owner will reimburse Contractor for cutting and patching performed pursuant to a written change order.
- B. Any cost caused by defective or ill-timed work shall be borne by the party responsible for the defective or ill-timed work.

PART 3 EXECUTION

3.1 PREPARATION

- A. Inspect existing conditions of the Project Site, including elements subject to damage or movement during cutting and patching.
- B. Provide adequate temporary support as necessary to assure the structural value or integrity of affected portion of work.
- C. Provide devices and methods to protect other portions of the Project from damage.
- D. Provide protection from weather, exposure, etc for that portion of the Project that may be exposed by cutting and patching work.

3.2 INSTALLATION

- A. Execute cutting and demolition by methods that will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Employ original installer or fabricator to perform cutting and patching for:

1. Weather-exposed or moisture-resistant elements.
 2. Exposed-to-view finished surfaces.
- C. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- D. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.
- E. Where new work requires cutting and patching of existing conditions, patch adjacent areas and interface new work with existing to provide a finished construction of like materials, finishes, quality, and function at the existing conditions. Make all repairs, patches, fillings, etc., to the satisfaction of Owner, Construction Manager, and Architect.

END OF SECTION

SECTION 017700

CLOSEOUT PROCEDURES AND SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project requirements to be fulfilled near the end of Contract Time in preparation for final acceptance and occupancy of the Work by the Owner.

1.2 RELATED SECTIONS

- A. Section 007200 - General Conditions.
- B. Section 013300 - Submittals.
- C. Section 014000 - Quality Requirements.
- D. Section 015000 - Construction Facilities and Temporary Controls.
- E. Specific additional requirements for individual units of Work are included in the associated Specifications Sections.

1.3 COORDINATION

- A. Each Contractor and subcontractor shall comply with provisions of this Section.
- B. Subcontractors shall make all submittals and requests specified in this Section to Contractor as required. Contractor shall:
 - 1. Keep a log of all submittals and requests.
 - 2. Review all submittals and requests.
 - 3. Transmit submittals and requests to Construction Manager with a cover letter itemizing all submittals and requests being transmitted along with a statement indicating for each item Contractor's best judgment as to the appropriateness of the submittal or request.

1.4 QUALITY ASSURANCE

- A. Prior to requesting inspection, Contractor shall review Work and confirm that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.5 PREREQUISITES TO SUBSTANTIAL COMPLETION

- A. General: Before requesting inspection for Certificate of Substantial Completion,

either for all the Work or for portions of the Work, complete the following items. List known exceptions in the request.

1. Items required for Substantial Completion per Section 007200.
2. In the progress payment request that coincides with, or is the first request following, the date Substantial Completion is claimed, show either 100% completion for the portion of the Work claimed as substantially complete, or list incomplete items, the value of incomplete work, and the reasons for the incomplete work. Include supporting documents for completion that are required by the Contract Documents. Include a statement showing an accounting of changes to the Contract Sum to date.
3. Advise the Owner and Construction Manager of pending insurance change-over requirements and provisions for continuing the performance bond through the warranty period.
4. Submit operations, maintenance, and data manuals, and materials, including spare and replacement parts and special maintenance tools, if required by manufacturer for proper maintenance.
5. Submit specific warranties, guarantees, workmanship/maintenance bonds, maintenance agreements, final certifications, and similar documents for those items whose warranties, guarantees, bonds, etc. commence on the date of Substantial Completion.
6. Discontinue or change over and remove temporary facilities and services from the Project Site, along with construction tools and facilities, and similar elements.
7. Complete cleaning requirements.

B. Inspection Procedures:

1. Upon receipt of Contractor's request for inspection, the Construction Manager and Architect will either proceed with inspection or advise the Contractor of unfilled prerequisites.
2. Following initial inspection, the Construction Manager and Architect will prepare the Certificate of Substantial Completion or will advise Contractor of Work which must be performed before the Certificate can be issued. Construction Manager and Architect will repeat the inspection when requested and when assured that the Work is substantially complete.
3. Results of the completed inspection will form the initial punch list for final acceptance.

1.6 PREREQUISITES TO FINAL COMPLETION

- A. General: Before requesting final inspection for Certificate of Final Acceptance

and final payment, complete the following items. List known exceptions, if any, in the request.

1. Items required for Final Completion per Section 007200.
2. Submit the final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required. Include an updated final statement accounting for final additional changes to the Contract Sum.
3. Submit a copy of the Construction Manager and Architect's final punch list stating that each item is complete or otherwise resolved for acceptance.
4. Submit consent of Surety.
5. Submit evidence of final, continuing insurance coverage complying with the insurance requirements of the Conditions of the Contract.
6. Submit affidavits as required by the Ohio Mechanics lien law.
7. Submit Prevailing Wage Compliance Certificates.
8. Submit Record Documents, final project photographs, damage or settlement survey and similar final record information.

B. Re-inspection Procedure:

1. Construction Manager and Architect will re-inspect the Work upon receipt of Contractor's notice that the Work, including punch list items resulting from earlier inspections, is complete except for those items whose completion was delayed because of circumstances acceptable to the Owner.
2. Upon completion of re-inspection, the Construction Manager and Architect will either prepare a certificate of final acceptance, or they will advise Contractor of Work that is incomplete or of obligations not fulfilled, but required, for final acceptance.
3. If necessary, the re-inspection procedure will be repeated.

1.7 PROJECT RECORD DOCUMENTS

A. Provide Record Documents in electronic format to the Construction Manager for all aspects of the Project.

1. Show all changes from the Contract Documents made during the Work. Unless noted otherwise, indicate changes in red notations on pdf's of Construction Documents. Make notations in a neat and legible manner on the pdf's, with additional explanatory drawings or sketches as necessary.

2. Submit Record Documents in electronic formats described in Article 9 of the General Conditions and Section 011100 – Summary of Work.
- B. Record Documents shall be complete and incorporate information from subcontractors. Ensure that Record Documents indicate the following:
1. Correct location of Work items and equipment where it differs from the location shown on Drawings.
 2. Survey information, specifically including new and existing pile locations and new and existing utility documentation.
 3. Specific items and requirements listed in individual specification Sections.
 4. Other information of a pertinent or useful nature.
- C. Submit the completed set of Record Documents as specified in 1.7 above, unless noted otherwise within individual specification Sections.
- D. Refer also to individual specification Sections for specific additional requirements for Record Documents.

1.8 GUARANTEES AND WARRANTIES

- A. Before 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. Operation and maintenance manuals (and materials, where specified for

mechanical and electrical equipment). Provide manuals in electronic format, as well as three (3) hard copies of each manual bound in three-ring binders.

3. Operation and maintenance data (in electronic format) and materials for operating items other than mechanical and electrical equipment, where specified.
4. Maintenance materials and spare parts.
5. Maintenance data (in electronic format) and materials for finish materials, where specified.
6. Replacement materials.
7. Special maintenance tools, if required by manufacturer for proper maintenance, or if specified.
8. Guarantees, warranties and bonds.
9. Affidavits.
10. Evidence of compliance with requirements of governing authorities as applicable.
11. Release of liens and other related project closeout data, as indicated in General Conditions.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

DIVISION 02 – EXISTING CONDITIONS

SECTION 024100

DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Protection for structures, utilities, and other improvements that are to remain.
- B. Selective demolition of designated construction.
- C. Removal of materials from site.
- D. Salvage and storage of removed materials.
- E. Abandonment of utilities.

1.2 RELATED SECTIONS

- A. Section 310000 - Earthwork.

1.3 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of General Conditions and Section 017700.

1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable laws, ordinances, and the Cincinnati - Ohio Building Code for demolition of structures, safety of adjacent structures, dust control, runoff control, and disposal.
- B. Comply with applicable requirements of NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.
- C. Obtain required permits from authorities (except for any permits that Construction Manager is responsible for obtaining for the Project – refer to Section 014216).
- D. Notify affected utility companies before starting work and comply with their requirements.
- E. Do not close or obstruct roadways, sidewalks, and hydrants without permits.
- F. Do not close or obstruct egress width to any building or site exit.

- G. Do not disable or disrupt fire or life safety systems without three business days prior written notice to Owner and Construction Manager.
- H. Conform to applicable regulatory procedures when discovering hazardous or contaminated materials.
- I. Comply with ODOT Construction and Material Specifications and City of Cincinnati Supplement to ODOT Construction and Material Specifications.

1.5 SEQUENCING

- A. Coordinate work with the Construction Schedule and Construction Manager.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 PREPARATION

- A. Provide, erect, and maintain temporary barriers and security devices at locations indicated and as required by regulatory requirements. Prevent spread of dust, odors, and noise. Refer to Erosion Control Plan for additional information.
- B. Protect existing structures, utilities, landscaping, materials, and appurtenances which are not to be demolished.
- C. Prevent movement or settlement of adjacent structures.
- D. Notify affected utility companies before starting work and comply with their regulations. Locate utilities prior to starting Work.

3.2 DEMOLITION REQUIREMENTS

- A. Conduct demolition to minimize interference with adjacent structures and utilities.
- B. Conduct operations with minimum interference to public or private accesses. Maintain protected egress and access at all times.
- C. Sprinkle Work with water to minimize dust. Provide water trucks or hoses and water connections for this purpose.
- D. Notify Construction Manager if asbestos-containing materials are encountered during demolition.

3.3 DEMOLITION

- A. Use only procedures that will not damage existing construction.
- B. Do not remove any part of the work that will leave the remaining work unstable.
- C. If deteriorated materials, not intended for removal, are encountered during demolition, stop all work in that area and notify Construction Manager and Owner immediately.
- D. Demolish and remove existing construction only to the extent indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
 - 1. Proceed with demolition systematically.
 - 2. Remove dangerous or unsuitable materials and promptly dispose of off-site.
 - 3. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
- E. Remove demolished materials from site, frequently and promptly.
- F. Do not burn or bury materials on site. Leave site in clean condition.
- G. Remove temporary work.

3.4 SURVEY AND DOCUMENTATION OF CONDITIONS

- A. Provide the services of a professional surveyor registered in the State of Ohio. As Work progresses, and before excavations are backfilled, surveyor shall survey and record on Record Drawings the location, elevation, orientation, and size of:
 - 1. Utilities, manholes, and catch basins encountered.
 - 2. At ends of removed utilities, where a portion of the existing utility is to remain, survey location, size, and depth/invert of the utility.
 - 3. Existing piles scheduled to remain and new piles.
 - 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 033000
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. All labor, materials, equipment, special tools and services to complete cast-in-place concrete work required for the Project, as herein specified, and as indicated on the Drawings.

B. Related Sections:

- 1. Section 220504 – Basic Plumbing Materials and Methods: Sleeve Placement Coordination Drawings.
- 2. Section 220507 – Piping Materials & Methods: Sleeve Material & Installation.
- 3. Section 221319 – Drainage Systems Specialties: Drains.
- 4. Section 310000 – Earthwork.

1.3 REFERENCES

- A. A copy of each reference shall be kept in the field office for the duration of the project. The reference standards shall govern the work except as modified herein.
- B. American Concrete Institute (ACI) 301-16 Specifications for Structural Concrete is hereby incorporated as part of this Section. Supplemental requirements and modifications listed herein take precedence over the requirements of ACI 301. All ACI 301 items unless modified by the Contract Documents are incorporated as written. When any part of any item is modified or voided, the unaltered provisions of the part shall apply as written.
- C. ACI 305.1-14 Specification for Hot Weather Concreting.
- D. ACI 306.1-90 Standard Specification for Cold Weather Concreting.
- E. The ACI MNL-15(16) Field Reference Manual.
- F. Other ACI references as noted in this Section.
- G. American Association of State Highway and Transportation Officials (AASHTO) Specifications as noted in this Section.

- H. ASTM International (ASTM) Specifications as noted in this Section.
- I. Concrete Reinforcing Steel Institute (CRSI) Manual of Standard Practice, 28th Edition.
- J. National Ready Mixed Concrete Association (NRMCA) Quality Control Manual.

1.4 SUBMITTALS

A. General.

1. Shop drawings shall be produced by the Contractor and submitted to the Architect/Engineer for review. The Architect/Engineer will endeavor to complete review of a shop drawing submittal within 14 days of receipt of the submittal. Fabrication of material prior to the receipt of approved shop drawings for that material shall be at the Contractor's risk.
2. The Contractor is responsible to furnish field-verified information, coordinate material requirements, and review shop drawings prior to submittal of shop drawings to the Architect/Engineer. Receipt of shop drawings by Architect/Engineer will be an assumption by Architect/Engineer that this has been done.
3. Notations by the Architect/Engineer made on the shop drawings do not authorize additional compensation for the Contractor.
4. The Contract Documents (Drawings and Specifications) govern all concrete work. Errors on shop drawings or discrepancies between shop drawings and Contract Documents shall be governed by the Contract Documents. Even if shop drawings contain errors after review by the Architect/Engineer, no additional compensation is due Contractor to correct work to what is shown on Contract Documents.
5. Architectural and mechanical drawings supplement the structural drawings. Requirements for concrete work may be shown on architectural and mechanical drawings.
6. The Architect's and Engineer's review of details and construction operations shall not relieve the Contractor of responsibility to successfully complete the work in accordance with these Specifications and within the Contract time.
7. Shop drawings may be received and returned electronically. If paper copies are submitted, no more than two copies will be returned to the Contractor or Construction Manager.

- ##### B. Submit mix designs and test results conforming to the requirements of Section 4 of ACI 301. Submit request for approval to use admixtures, if any. A complete mix design submittal must be furnished at least three weeks prior to the planned use of that mix. The Contractor is cautioned to undertake mix design preparation and submittal procedures immediately after authorization to proceed with the Project.

1. The submitted mix designs shall address weather conditions that are expected to occur during the concrete construction phase. Concrete mixes shall not only be designed for average temperature and humidity conditions, but also for adverse conditions (hot and cold weather), as applicable to this project.

- C. Submit letter stating that concrete subcontractors and suppliers are familiar with the reference standards.
- D. Submit a Quality Control Plan in accordance with Section 1 of ACI 301.
- E. Submit reinforcing steel shop drawings in accordance with Section 3 of ACI 301.
- F. Submit formwork shop drawings for record only. For multistory construction submit record calculations of shoring and reshoring loads sealed by a professional engineer licensed in the state where the Project is located. Design and inspection of formwork for structural adequacy is the Contractor's responsibility. Prior to submittal, formwork shop drawings shall be reviewed by the Contractor's registered professional engineer.
- G. For exposed-to-view concrete work submit formwork product data and shop drawings for architectural review of formwork factors affecting appearance of the completed Work, including types of forms, ties, finishes, and joint types and locations. Review is for general architectural applications and features only.
 - 1. Where the finish is to match a reference sample, reproduce a mockup of the sample in a location approved by the Architect. Obtain acceptance of mockup before proceeding with that finish in the locations designated on the Drawings.
- H. Submit procedures and records required in hot and cold weather concreting work.
- I. Submit documentation that epoxy coating applicator is certified under the Concrete Reinforcing Steel Institute's Fusion-Bonded Epoxy Coating Applicator Plant Certification Program.
- J. Submit the following certifications:
 - 1. All coating, floor covering, and surface treatment manufacturers' approvals (in writing) of concrete curing compounds that are not removed prior to the product's installation.
 - 2. Subsequent treatment manufacturers' approvals (in writing) of form release agent.
- K. Submit the following product samples for review:
 - 1. Samples of form(s) to be used for exposed-to-view concrete.
- L. The following submittals shall be provided in accordance with ACI 301 and Division 01 - General Requirements.
 - 1. Contractor's proposed Testing Agency.
 - 2. Field and Laboratory tests that are the Contractor's responsibility.
 - 3. Data and test documentation on proposed materials including but not limited to:
 - a. Cement.
 - b. Aggregates.
 - c. Admixtures.
 - d. Reinforcing.
 - e. Curing materials.
 - f. Related materials for concrete construction specified herein.

- g. Material for repair of surface defects if other than site-mixed portland-cement mortar.
- 4. Construction joints not shown on the drawings.
- 5. Method of developing bond at joints (except slabs on grade).
- 6. Method of adding admixtures.
- 7. Procedure for adding water to ready-mixed concrete at site, including method of measuring water.
- 8. Method(s) for preserving moisture in the concrete.
- 9. Ready-mixed concrete delivery tickets.
- 10. Thermal control plan for all mass concrete placements.
- M. Submit Certificate of Conformance for concrete production facilities by NRMCA.
- N. Submit documentation of all flatwork finishers and flatwork supervisors' certifications.

1.5 QUALITY ASSURANCE

A. Regulatory requirements:

- 1. Comply with applicable laws, ordinances, and the Ohio Building Code (OBC).
- 2. Comply with the referenced ACI publications, as modified and supplemented in this Section.

B. Tests and inspections:

- 1. The Owner will employ a Geotechnical Engineer to inspect and approve foundation bearings and backfill compaction. Do not place concrete until subgrade approvals have been obtained.
- 2. The Owner will employ a testing and inspection agency to provide the services specified in Section 1.6.3 of ACI 301, including supplemental requirements defined in Article 1.8 of this Specification.
- 3. The Contractor shall select an independent testing agency, subject to the Architect/Engineer's approval, to perform all testing required by the Contractor for qualification of proposed materials and the establishment of mix designs, for his use in determining concrete strengths for early form removal, and for all other testing services needed or required by the Contractor.

C. Flatwork finishers certification:

- 1. All flatwork finishers must be ACI Concrete Flatwork Technician certified.
- 2. The on-site flatwork supervisor must be ACI Concrete Flatwork Finisher and Technician certified.

D. Ready-Mixed Plant Certification:

- 1. All ready-mixed concrete production facilities shall be certified by the NRMCA Program for Certification of Ready-Mixed Concrete Production Facilities.

E. Pre-concrete construction Meeting:

- 1. A preconstruction meeting shall be arranged by the Contractor to review concrete pre-placement and placement activities, inspection and testing requirements, formed and unformed concrete finishes, hot and cold weather

concreting procedures, form removal, critical tolerances, and acceptance procedures for architectural concrete.

2. The meeting shall be held three weeks or more before the first non-foundation concrete placement.
3. Ready-mix supplier, Contractor, concrete finishers, Construction Manager, Owner's concrete testing agency, and Architect/Engineer shall attend.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver reinforcement to the project site bundled, tagged, and marked. Use durable tags indicating bar size, lengths, etc., and other information corresponding to markings shown on placing drawings.
- B. All reinforcement at the site shall be stored off the ground and protected from damage, accumulation of dirt, and excessive rust.
- C. Comply with CRSI "Field Handling Techniques for Epoxy-Coated Rebar at the Job Site" and as modified by this Section.
- D. All formwork at the site shall be stored in a clean, dry location off the ground, covered and protected from damage and accumulation of dirt, etc.

1.7 SUBSTITUTIONS

- A. Requests for product substitutions must be submitted for review and approval, with all necessary documentation, a minimum of 10 days before bids are due. Product substitutions will only be permitted if incorporated into the bid documents by addendum.

1.8 SUPPLEMENTAL REQUIREMENTS AND MODIFICATIONS TO ACI 301-16

- A. The following statements modify and supplement ACI 301. All unaltered parts of ACI 301 shall apply as written.
- B. The Section and paragraph numbers correspond to those in ACI 301. Note that each technical section of ACI 301 includes General requirements, Products, and Execution per the Three-Part Section Format of the Construction Specification Institute.

Section 1 (ACI 301) - General Requirements

- 1.5.3.1 The Contractor shall submit a quality control plan that addresses the following.
 - (a) Control and maintenance of project documents.
 - (b) Subcontractor/supplier services and verification of purchased products and materials.
 - (c) Concrete production inspection and testing.
 - (d) Pre-placement inspection including formwork, reinforcing, and embedments.

- (e) Placement inspection including consolidation, finishing and initial curing of concrete.
 - (f) Post-placement inspection including monitoring of moist curing and curing temperatures, verification of in-place strength before removal of shoring, and protection of exposed surfaces.
- 1.6.2.2(c) The Contractor is required to arrange for all testing, giving the Owner's testing agency at least 24 hours advance notice.
- 1.6.2.2(d)1 The Contractor shall provide curing boxes as required by ASTM C31. Coordinate quantity and location with the Construction Manager and Testing Agency.
- 1.6.3.1(c) The Owner's testing agency shall report in writing all test results to Architect/Engineer, Contractor, Construction Manager, and concrete supplier within three (3) working days after the tests are performed. Report by phone or email the results of early break cylinders to Contractor and Construction Manager. Reports of strength tests shall contain the name of the project, date and time of placement, location of placement, placement method, water added at site, sample location, weather conditions, batch ticket number, batch size, mix identification, specified strength, breaking strength and type of break, specimen diameter and weight, types of admixtures, percentage of entrained air, slump, concrete temperature, and detailed information of storage and curing of specimens before testing.
- 1.6.3.2(d)1 Unless noted otherwise concrete shall have at least one strength test for each 150 cubic yards, or fraction thereof, placed in any one day, nor less than one test for each 5000 square feet of surface area of slabs or walls, or fraction thereof. Strength tests are not required for backfill concrete.
- 1.6.3.2(d)2 Determine the slump (ASTM C143) for each batch of concrete that high-range water-reducer (superplasticizer) is added to in the field. Test and report slump both before and after superplasticizer is added.
- 1.6.3.2(e)1 When 6 by 12 in. cylinders are used make four test specimens for each sample (five required for mixes requiring 56-day strength tests). When 4 by 8 in. cylinders are used make five test specimens for each sample (six required for mixes requiring 56-day strength tests). One specimen shall be a hold specimen, to be tested only if a defective specimen is found.
- 1.6.3.2(e)2 Age of concrete for acceptance shall be 28 days unless otherwise shown in TABLE 4.2.2.8.b. Concrete mixes with strength specified at 56 days shall have one cylinder tested at 7 days, one at 28 days, and two 6 by 12 in. cylinders or three 4 by 8 in. cylinders at 56 days.

- 1.6.3.2(f) Air content tests shall be conducted on the first three batches in each placement of all mixes in which air entrainment is specified and until three consecutive batches have air contents within the range specified, at which time every third batch shall be tested. This test frequency shall be maintained until a batch is not within the range specified, at which time testing of each batch will be resumed until three consecutive batches have air contents within the specified range.
1. For pumped concrete the second or third batch in the placement, and periodically throughout the placement but not less than once for each 100 cubic yards, shall have air content checked at both the end of the truck discharge and at the end of the hose.
 2. Concrete that does not satisfy air entrainment requirements shall be rejected.
- 1.6.3.2(g) Testing services provide the basis for acceptance or rejection of concrete furnished by this contract. Therefore, it is necessary that testing for air content and slump not only be done after all adjustments have been made, but before the concrete is discharged.
- 1.6.3.3(f) The Owner will employ an inspection agency to visually inspect the placement of reinforcing steel. Reference OBC 1704.4. Do not place concrete until all outstanding issues cited in the inspection reports have been corrected. Inspection of reinforcing steel to include, but not limited to:
1. Size, spacing, and quantity of bars.
 2. Bar splices.
 3. Embedments.
 4. Concrete cover.
 5. Support and securement.
 6. Coatings.
- 1.6.3.3(g) The Owner will employ an inspection agency to inspect concrete operations including, but not limited to:
1. Use of proper concrete mix.
 2. Consolidation.
 3. Finish and finishing operations.
 4. Curing methods, materials, and procedures.
 5. Shoring removal and reshoring operations.
 6. Formwork materials.
- 1.6.4.1(a) Contractor shall be responsible for costs of tests on hardened concrete performed by Owner's testing agency if the tests are required to verify the strength or air content of the concrete because representative concrete cylinder tests or air content tests failed to meet acceptance criteria. Owner will be responsible for costs of tests on hardened concrete performed by Owner's testing agency if the tests are at the Owner's

request and representative concrete cylinder and air content tests meet acceptance criteria.

- 1.6.8.4 Concrete which fails to meet the requirements of this Specification shall be rejected.
- 1.7.1.6 The Contractor shall bear all costs of correcting rejected work, including the cost of the Architect's and Engineer's additional services thereby made necessary.
- 1.8.4 Masonry shall not be placed on or supported off of structural floors until the concrete is at least 28 days old and all shoring has been removed.

Section 2 (ACI 301) - Formwork and Formwork Accessories

- 2.1.2.1(g) Form tie configuration and spacing for all exposed-to-view concrete shall be submitted for review and approval of the Architect.
- 2.2.1.3 Form release agent shall be a commercial formulation form coating compound that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces. The form release agent manufacturer shall certify that the form release agent is chemically and physically compatible with all subsequent treatments of concrete surfaces. Furthermore, the form release agent shall be approved in writing by the manufacturers of all subsequent treatments.
- 2.2.1.4 Preformed Expansion Joint Filler: Non-impregnated type, closed cell resilient polyethylene foam, 1/2 in. thick unless otherwise noted on the Drawings.
- 2.2.1.5(a) Waterstops:
 - 1. Bentonite rope joint sealant (1¼" x ½" minimum) shall be installed in all vertical and horizontal **construction joints** in concrete walls below and exposed to grade, including slab/wall construction joints, unless otherwise noted. Secure with manufacturer's adhesive and mechanical fasteners as required for a secure installation. Construction joint shall be clean and dry. Prior approved products: Volclay Waterstop-RX 101T, HYPER STOP DB-2515, QUELLMAX 18x24.
- 2.2.1.5(b) Embedded items shall not be made of aluminum.
- 2.2.2.1 Design and engineering of formwork shall be the responsibility of the Contractor. Design of formwork and preparation of formwork drawings shall be under the supervision of a licensed design engineer registered in the state where the Project is located. Formwork drawings shall be sealed by the licensed design engineer responsible for the design of the formwork.

- 2.2.2.3 Footings, pile caps, and grade beams shall be poured neat unless approved in writing by the Owner's Geotechnical Engineer and Structural Engineer prior to placement of concrete.
- 2.2.2.5(e) Construction joints shall be located such that the maximum placement length of a continuous concrete wall will not exceed 100 feet in any one day.
- 2.2.3.2 Form ties for exposed-to-view concrete walls shall leave a 1-1/4 in. diameter cone hole. This hole will be left open or epoxy mortared (fully or partially) at the discretion of the Architect.
- The ties shall be one of the following:
- (a) Stainless steel "snap-ties" with a 1 in. break back.
 - (b) Galvanized "coil-bolt" type tie.
 - (c) "She-bolt" tie with the inner male unit galvanized.
 - (d) Other removable type tie with approval of the Architect.
- 2.3.1.2(a) Exposed edges of columns, walls, slabs and beams shall have 3/4 in. bevels, unless otherwise noted.
- 2.3.1.5(a) Concrete construction tolerances, even portions above 100 feet in elevation, shall be in accordance with ACI 117 with the following exceptions:
- 1. Variation in concrete edges supporting masonry and surfaces behind masonry and glass curtain wall shall not exceed plus or minus 1/2 in. from theoretical plan dimension.
 - 2. Variation of beam soffit supporting masonry shall not exceed plus or minus 1/2 in. from theoretical elevation.
 - 3. The class of surface for offset between adjacent pieces of formwork facing material shall be Class A for all surfaces exposed to view, and class C for all surfaces not exposed to view (when the project is complete). Refer to 5.3.3.7 for ribbed slabs formed with metal pans.
 - 4. Tolerances for placing anchor bolts and other embedded items for structural steel work (Section 05 12 00) shall be in accordance with the AISC Code of Standard Practice for Steel Buildings and Bridges.
- 2.3.1.5(b) A preconstruction meeting shall be arranged by the Contractor for the purpose of reviewing critical tolerances, methods of making measurements, and the basis for acceptance or rejection of completed work to avoid misunderstandings at the time of final acceptance.
- 2.3.1.6(a) If required, retighten forms and bracing after concrete placement, but before concrete has taken its initial set, to eliminate mortar leaks and maintain proper alignment.

- 2.3.1.12(a) All sleeves, inserts and embedded items required by plumbing scope of work shall be furnished and placed by the plumbing subcontractor. All other sleeves, inserts, reglets, dovetail anchor slots, anchors and embedded items shall be furnished and placed by the Contractor performing the work of this Section and as directed by Construction Manager.
- 2.3.1.12(b) Sleeves, inserts, anchors, and embedded items not shown on structural drawings must be approved by Architect/Engineer, as a Contractor-prepared shop drawing and coordination drawing submittal. Submit drawing at least 14 days before placement of concrete.
- 2.3.1.14(a) Remove chips, wood, sawdust, dirt, and debris just before concrete is placed.
- 2.3.1.18 Provisions for Other Trades: Provide openings in concrete and concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms. Size and location of openings, recesses, and chases not shown on structural drawings must be approved by Architect/Engineer, as a Contractor-prepared shop drawing and coordination drawing submittal, before placement of concrete.
- 2.3.2.4(a) Forms may be removed when the in-place concrete reaches the specified 28-day compression strength, or when the concrete reaches 75% of the specified 28-day compression strength and is no less than 7 days old. The 7-day minimum age requirement may be waived pending review of the proposed mix designs, forming systems, reshoring procedures and in-place concrete strengths.
- 2.3.3.4(a) Reshoring is required for multistory construction. The Architect/Engineer has the prerogative of disallowing any specific procedures that he may consider to be deleterious to the performance of the structure in its completed form.
- 2.3.3.4(b) The attention of the Contractor is directed to the following:
 - 1. Live load and superimposed dead load capacities of each level are noted on the Drawings. Live loads are typically reduced per the building code for the design of beams and girders.
 - 2. In general, the weight of newly placed concrete for a level, plus adequate construction load allowance, will exceed the combined live and superimposed dead load capacity of the level below.
 - 3. When shores or reshores must extend to the ground to provide the required load-carrying capacity, the floors above the ground shall not be considered to be contributory to the shoring and reshoring capacity.

- 2.3.4.2(b)1 When Windsor Probe tests are used to evaluate the in-place strength of the concrete for form removal, the tests shall be performed by an approved testing agency in accordance with ASTM C803, with at least one test for each 1800 square feet of elevated structure. Windsor Probe tests shall be correlated to laboratory cured cylinders or drilled cores of the same material and mix-design to be tested.
- 2.3.4.3 Forms may not be removed until the actual in-place strength of the concrete is demonstrated by field-cured test cylinders, Windsor Probes, pullout tests, or the maturity method (ASTM C1074), regardless of the results of tests on laboratory-cured cylinders. These additional test cylinders or other tests must be arranged and paid for by the Contractor.

Section 3 (ACI 301) - Reinforcement and Reinforcement Supports

- 3.1.3.1(a) Protect reinforcement surfaces from contact with soil, oil, formwork release agent, or other materials that decrease bond to concrete.
- 3.2.1.1(a) All reinforcing steel shall have a minimum F_y of 60 ksi. In addition, all reinforcing steel to be welded shall meet ASTM A706 and have a maximum carbon equivalent of 0.45%.
- 3.2.1.2(b)1 All reinforcement in structured stairs and landings, all columns, and other locations noted on the Drawings, shall be epoxy coated.
- 3.2.1.2(b)2 Epoxy coating shall be applied in plants certified in accordance with the CRSI Epoxy Coating Plant Certification Program.
- 3.2.1.2(b)3 Since the epoxy coating is flammable, the coated bars shall not be exposed to any fire or flame. Cutting coated bars by burning will not be permitted.
- 3.2.1.2(b)4 Repairs of coatings on epoxy coated bars and coated accessories shall be made at all breaks, abrasions, etc. exceeding an area of 0.01 sq. in., and at cut ends.
- 3.2.1.2(b)5 Every reasonable effort shall be made to repair all damaged areas of epoxy-coated reinforcing steel and accessories before any rusting occurs. If infrequent and small damaged areas do rust, the rust shall be thoroughly removed by media blasting or other approved method before the areas are repaired. The Contractor shall exercise care to ensure that coated bars, when incorporated into the work, are free from dirt, paint, oil, grease, or other foreign substances. The Architect/Engineer reserves the right to require cleaning of the reinforcement without additional compensation due the Contractor. It is the intent of this specification that an entirely rust-free and completely coated steel reinforcement system be provided before the concrete is placed. Placing of concrete shall be performed with methods and equipment that will not damage the coated materials.

- 3.2.1.7(a)1 Welded wire reinforcement shall be in accordance with ASTM A1064 (smooth wire) unless noted otherwise on the Drawings. Furnish in flat sheets.
- 3.2.1.9(a) All clips, chairs, bars, bar supports, and other metallic materials used for installation or support of epoxy-coated reinforcing shall be entirely coated with epoxy or another polymer approved by the epoxy coating manufacturer.
- 3.2.1.9(b) Bar supports touching the forms of exposed-to-view concrete, exterior or interior, shall be stainless steel, except use plastic or epoxy coated bar supports where bars are epoxy coated. Provide bar spacers for reinforcement in all walls.
- 3.2.1.10(a) Mechanical and welded splices of reinforcing steel shall be in accordance with ACI 318 and ACI 439.3R and approved by the Architect/Engineer.
- 3.2.1.11 Tie wire for holding reinforcing steel in position for Architectural Concrete shall be stainless steel except where bars are epoxy coated. Tie wire for all epoxy-coated bars shall be mylar or plastic-coated. Typically, ends of tie wire must have a minimum of 1 in. clear distance to face of concrete.
- 3.2.2.2(a)1 Welding of reinforcing steel and welded wire reinforcement is not permitted without the approval of the Architect/Engineer.
- 3.3.2.8(e) Bending of reinforcing steel partially embedded in concrete is not permitted, unless otherwise detailed on the Contract Documents.
- 3.3.2.11 Placement of bars shall also be in accordance with the detailed recommendations given in the Concrete Reinforcing Steel Institute's "Placing Reinforcing Bars", 9th Edition.
- 3.3.2.12 Provide material and placement of contingency reinforcement as noted on the drawings. Bars are to be cut, bent, and placed as directed by the Architect/Engineer as extra reinforcement without additional cost.

Section 4 (ACI 301) - Concrete Mixtures

- 4.1.1.1 The ready-mix concrete producer is completely and solely responsible for the design, production, and delivery of the concrete mixes to satisfy this Specification. The Contractor shall coordinate the review of the mix designs between the Ready-Mix Producer, Forming Contractor, and Placing/Finishing Contractor. The Contractor is responsible for informing the Ready-Mix Producer of the conditions at the job site, such as methods being used for placing concrete. Adjustments required to facilitate placing and achieve the desired results shall fall within the criteria of this Specification and shall be at no additional cost to the Owner. All mix designs and proposed adjustments to the same shall be submitted to the Architect/Engineer for review.

- 4.2.1.1(a)1 Cement for all concrete shall be ASTM C150, Type I or Type II unless otherwise noted. Air-entrained cement shall not be used. Air requirements shall be met by use of separate admixtures.
- 4.2.1.1(d)1 Class C and Class F fly ashes shall comply with ASTM C618, except that in addition to the requirements of ASTM C618, Type F fly ash shall have a maximum Loss on Ignition of 3%, with a maximum variation of 1%. Contractor's mix design submittal for mixes which include fly ash must be accompanied by complete chemical and physical analyses and quality control records for the proposed fly ash source for at least two years immediately prior to the proposed use on this project.
- 4.2.1.1(d)2 When fly ash is used, the ratio of fly ash to total cementitious materials shall be not less than 15% and no greater than 25%.
- 4.2.1.1(e)1 Ground granulated blast-furnace slag shall be Grade 100 or Grade 120 per ASTM C989.
- 4.2.1.1(e)2 When ground granulated blast-furnace slag is used, the maximum amount shall be limited to 40% by weight of the total cementitious materials.
- 4.2.1.2(a) All normal weight aggregates shall be graded, a mix of fine, intermediate, and coarse aggregates, and shall also conform to Ohio Department of Transportation (ODOT) 703.02 as required for superstructures.
 - 1. Aggregate certification submittal shall include copies of test reports on the fine, intermediate, and coarse aggregates proposed to be used, made by a testing laboratory acceptable to the Architect/Engineer, showing source of the materials and conformance with specification requirements. Date of test shall not be more than six months prior to date of submittal. Contractor shall furnish similar copies, of current date, when there is a change in source of material and at any time upon demand by the Architect/Engineer.
- 4.2.1.3(a) Concrete mixer washout water shall not be used in any concrete except Backfill Concrete.
- 4.2.1.4.2(a) Calcium chloride, or admixtures containing more than .05% calcium chloride ions are not permitted. Written conformance to this requirement and the chloride content is required from the admixture manufacturer prior to mix design review.
- 4.2.1.4.3 High-range water-reducing admixture (superplasticizer) conforming to ASTM C494, Type F or G shall be used in all concrete with a specified maximum water-cementitious materials ratio below 0.42. The admixture may also be used at Contractor's option in other mixes, with the written approval of the Architect/Engineer, at no additional cost to the owner.

- 4.2.1.4.4 Water-reducing, non-chloride, non-corrosive, accelerating admixture conforming to ASTM C494, Type C or E, shall be used when early initial set is required. The admixture must have non-corrosive test data of a year's duration from an independent testing laboratory using an acceptable, accelerated corrosion test method such as that using electrical potential measures.
- 4.2.1.4.5 Water-reducing, retarding admixture conforming to ASTM C494, Type D shall be used when delay of the setting time for concrete is required.
- 4.2.1.4.6 Extended set-control admixtures, if used shall be added to the concrete during or immediately after the batching process. The dosage rate for each Mix Type shall be pre-determined by trial mixtures in which the admixture is added to a minimum 8 cu. yd. batch.
- 4.2.1.4.7 All admixtures shall be approved by the cement manufacturer.
- 4.2.1.4.8 Corrosion Inhibitor Admixture: Contractor has option of using one of the following. Refer to Table 4.2.2.8(b) for dosage.
 - (a) Calcium Nitrite ($\text{Ca}(\text{NO}_2)_2$); 30% (+/-2%) by weight of solution complying with ASTM C494, Type C. Acceptable manufacturers are W.R. Grace and BASF Corporation. Other manufacturers shall submit qualifications and test results for review and approval by Architect/Engineer.
 - (b) Migrating Corrosion Inhibitor; Pre-approved product is MCI-2005 NS manufactured by Cortec Corporation. Other manufacturers shall submit qualifications and test results for review and approval by Architect/Engineer.
- 4.2.1.6(a) Materials used for exposed concrete shall be furnished from the same source throughout the project unless otherwise approved by the Architect/Engineer.
- 4.2.2.2(a) Concrete shall be produced to have a maximum slump at the point of placement of 4 inches with a tolerance of one inch. This maximum slump may not be exceeded except by the job site addition of high-range water-reducer (superplasticizer). In those portions of the structure where member dimensions or congestion due to reinforcing steel prevent the proper placement and consolidation of the concrete at the maximum slump specified, superplasticizer shall be used by the Contractor in lieu of increasing the slump of non-superplasticized concrete by the addition of water. Approved mix designs, with smaller size aggregates, may also be used in congested areas to facilitate concrete placement.
 - 1. When superplasticizer is used, the maximum pre-adjusted slump shall be 4", and the maximum superplasticized slump shall be 8".

- 4.2.2.4(c)1 For pumped concrete, air content shall be periodically tested at both the truck discharge and end of hose. The required air content for acceptance at the truck discharge shall be adjusted, if necessary, to account for loss of air content during pumping.
- 4.2.2.4(d)1 Tolerance on air content for slabs that receive a trowel finish shall be +0.5%, -1.5%.
- 4.2.2.5(b) Maximum concrete temperature at time of discharge shall not exceed 95 °F. If necessary, use nitrogen cooling to maintain concrete temperature.
- 4.2.2.7(d)1 Chloride ion concentration - Maximum water-soluble chloride ion concentrations in hardened concrete at an age of 28 to 42 days contributed from all ingredients, including water, aggregates, cementitious materials, and admixtures shall not exceed the limits indicated in Table 4.2.2.8(b). Immediately after receipt of contract, Contractor shall test proposed individual concrete ingredients for total chloride ion content. If the total chloride ion content calculated on the basis of the proposed concrete mix proportions exceeds the specified limits, it will be necessary to test hardened concrete samples of the proposed mix for water-soluble chloride ion content. If these test results exceed the specified limits, it will be necessary to vary ingredients and material sources and retest until specified limits are met.
- a. Testing shall be performed by an independent testing laboratory employed and paid by the Contractor following ASTM C1218 test procedures.
- 4.2.2.8(b) Strength - Minimum concrete strengths shall be in accordance with Table 4.2.2.8(b). Note that some mixes may be specified with compressive strength requirements at other than 28 days.

Table 4.2.2.8(b) - Mixes and Locations

MIX TYPE	LOCATION	SPECIFIED STRENGTH (psi at days) (1)	MIN. PORTLAND CEMENT (lb. / cu. yd.) (2)	MAX % OF CHLORIDE BY WEIGHT OF CEMENT	MAX W/CM RATIO	AIR % (1,3)	AGG. SIZE (4)
A	Foundations: Footings, pile caps, grade beams	4500 at 28	565	0.30	0.50	-	No. 57, 1 in.
B	Slab on grade, Podium slab, walls, rails, exterior topping slabs, and other exterior exposure	5000 at 28	600 (5)	0.15	0.40	6 +/- 1.5	No. 57, 1 in.
C	Columns and Shear Walls	5000 at 28	658 (5)(6)	0.06	0.40	6 +/- 1.5	No. 57, 1 in.
D	Backfill concrete	1500 at 28	280	1.0	-	-	No. 57, 1 in.

NOTES:

- Concrete which is placed and does not meet strength or air content requirements shall be removed and replaced at no cost to the Owner.
- Including fly ash or ground granulated blast-furnace (GGBF) slag in mixes where permitted. Not applicable if a specified minimum amount of fly ash or GGBF slag is listed with the mix. The minimum cement requirement may be met by substituting 1.33 lb. of fly ash for each 1.0 lb. of portland cement replaced, or 1.0 lb. of GGBF slag for each 1.0 lb. of portland cement replaced. The ratio of fly ash to total cementitious materials shall be no less than 15% and no greater than 25%; the ratio of GGBF slag to total cementitious materials shall be no greater than 40%; and the total of fly ash and GGBF slag shall be no greater than 50% of total cementitious materials.
- Tolerance on entrained air content shall be as delivered.
- Normal weight aggregate.
- Fly ash not permitted in this mix.
- Provide corrosion inhibitor in this mix per 4.2.1.4.8. Dosage to be 3 gallons per cu. yd. of Calcium Nitrite solution or 1-1/2 pints per cu. yd. of Migrating Corrosion Inhibitor.
- The maximum ratio of GGBF slag to total cementitious materials in Mix Type B shall be limited to 25%.

4.2.3.5(a) Mix designs incorporating superplasticizer must be accompanied by test results from cylinders made from trial batches or field test data in which the superplasticizer was added to a minimum 8 cu. yd. batch in a truck mixer.

4.3.1.1(a) Site produced concrete is prohibited.

4.3.1.4 When a high-range water-reducer (superplasticizer) is added at the site it shall be premeasured and added in accordance with the manufacturer's written instructions and specifications, using truck-mounted power

injection equipment capable of rapidly and uniformly distributing the admixture to the concrete. The concrete shall be mixed for a minimum of six minutes after addition of the superplasticizer prior to discharge.

- 4.3.2.1(a) Slump adjustment: When concrete arrives at the project with slump below that suitable for placing, and below the slump specified, water may be added only if neither the maximum water-cementitious materials ratio nor the maximum slump is exceeded, provided that:
1. The approved mix design has allowed for the addition of water on site.
 2. The amount of water added at the site is accurately measured to plus or minus 1 gallon of the desired added amount.
 3. The water addition is followed by 3 minutes of mixing at mixing speed prior to discharge.
 4. Standard cylinder samples as required by these Specifications are taken after addition of water.
 5. The person authorized to add water shall be mutually approved by Architect/Engineer, Contractor, Construction Manager and Ready-Mix Producer.
- 4.3.2.1(b) Do not add water to concrete after high-range water-reducing admixtures have been added.
- 4.3.2.1(c) The maximum water-cementitious materials ratio is defined as that of the mix design furnished by the ready-mix producer. (Not to exceed values noted in Table 4.2.2.8(b)).
- 4.3.2.1(d) Concrete arriving at the site above the maximum slump shall be rejected.
- 4.3.2.1(e) Addition of cement, except as part of initial batching at the plant in accordance with an approved mix design, is prohibited.
- 4.3.2.2(a) The concrete must be discharged from the ready-mix trucks within 1-1/2 hours after the introduction of mixing water to the cement and aggregates.
1. During hot weather or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C94 may be required. When air temperature is between 85 °F (30 °C) and 90 °F (32 °C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 °F (32 °C) reduce mixing and delivery time to 60 minutes.
- 4.3.2.3 Furnish to the Project Superintendent 2 delivery tickets with each load of concrete. Tickets shall contain the following information.
- (a) Date.
 - (b) Producer and plant.
 - (c) Job.
 - (d) Contractor.

- (e) Truck No. and time dispatched.
- (f) Concrete designation and cement type.
- (g) Admixture(s) description and content.
- (h) Time discharge started and completed.
- (i) Amount of concrete in load.
- (j) Amount of water in mix at plant.
- (k) Amount of any material added at the site and authorized signature.

Section 5 (ACI 301) - Handling, Placing and Constructing

- 5.1.2.1(d)1 Notify the Architect/Engineer at least two working days prior to placing concrete.
- 5.1.2.1(d)2 No concrete shall be placed without Owner's Testing Agency being present. Give due notice to the Architect/Engineer and all Contractors affected before placing concrete. Allow adequate time for installation of all necessary parts.
- 5.2.1.1(a) Water used for curing exposed surfaces shall be free of substances that will stain or discolor concrete.
- 5.2.1.2 Curing Compounds:
 - (a) Curing Compound for unformed surfaces that will not receive a coating or bonded floor covering shall conform to the requirements of ASTM C1315, Type I, Class A.
 - (b) Curing Compound for formed surfaces, and unformed surfaces that will receive a coating or bonded floor covering, shall be a dissipating or removable curing compound that conforms to ASTM C309. Furthermore, the curing compound shall be approved in writing by the manufacturers of all coatings, floor coverings, and surface treatments used on the project. Confirm types and locations of coatings, flooring, and surface treatments with Architect.
 - (c) Curing compound for exposed vertical work (columns and walls) shall be clear, non-residual, water-based, and VOC compliant. Prior accepted products are:
 - 1. L&M 'Cure'.
 - 2. Or approved equal.
 - (d) Curing compound(s) shall comply with all applicable environmental and clean air regulations for the community in which this Project is located.

- (e) Curing compound for the parking area slabs-on-grade shall meet ASTM C1315, Type 1 and AASHTO M148 and contain a fugitive dye. Prior accepted products are:
 - 1. Euclid Chemical Company 'Super Rez-Seal' or 'Super Aqua-Cure VOX'.
 - 2. L&M 'Dress & Seal 30' or 'Dress & Seal WB 30'.
 - 3. Master Builders MasterKure CC 300 SB or CC 1315WB.
- 5.2.1.3 Waterproof curing sheets shall comply with ASTM C171. Prior approved materials:
 - (a) Orange Label Sisalkraft paper manufactured by the Fortifiber Building Systems Group.
 - (b) Polyethylene film, minimum 8 mils thickness. Except, do not use on surfaces that will be left exposed to view when the project is complete.
 - (c) BurLene curing blankets manufactured by the Max Katz Bag Company, Inc.
- 5.2.1.7(a) Epoxy bonding agent shall comply with ASTM C881, Type V, Grade 2, with Class corresponding to temperature at time of pour.
- 5.2.1.7(b) Latex bonding agent shall comply with ASTM C1059, Type II.
- 5.2.1.10 Related materials for concrete construction shall be as follows:
 - 5.2.1.10(a) Non-slip Aggregate used as the abrasive aggregate for a non-slip floor finish shall be fused aluminum oxide grits, or crushed emery. Emery aggregate shall contain not less than 40% aluminum oxide nor less than 24% ferric oxide. Use material that is factory-graded, packaged, rustproof and non-glazing, and is unaffected by freezing, moisture and cleaning materials.
 - 5.2.1.10(b) Non-shrink grout shall have a minimum compression strength of 7000 psi at 28 days and be a non-shrink, non-metallic, non-staining, non-corrosive, premixed grout. Comply with ASTM C1107.
 - Prior approved grouts:
 - 1. Dayton Superior Sure-Grip High Performance Grout
 - 2. Euclid Hi Flow or NS Grout
 - 3. Master Builders MasterFlow 713 or MasterFlow 928 grout
 - 5.2.1.10(c) Neoprene bearing pads shown on drawings shall be 100% virgin chloroprene (Neoprene) and shall meet AASHTO specifications. Shore "A" hardness shall be 60 unless otherwise noted. Submit certification and test reports for the actual production run of these pads as part of the shop drawing submittal procedure.
 - 5.2.1.10(d) Construction and Control Joint Sealant:

Performance and physical properties shall be comparable to the following pre-approved products.

1. Epolith-P or Epolith-G epoxy joint fillers by BASF Constuction Chemicals, LLC.
2. EUCO 700 or 800 by The Euclid Chemical Company.
3. MM-80 by Metzger/McGuire Company.

5.2.1.10(e) Epoxy Adhesive:

1. Two-component, high modulus, high strength, structural epoxy adhesive for use in installing reinforcing steel dowels into hardened concrete.
2. ASTM C 881, Type IV, Grade 3 with class corresponding to temperature at time of placement.

5.3.1.3(d) Verify position and securement of embedded items before placing concrete.

5.3.1.4(a)1 Following approval of prepared subgrades by Geotechnical Engineer, spread and compact granular base course to 100% maximum dry density as determined by standard Proctor Method ASTM D698.

5.3.1.4(c) Do not place vapor retarder under garage slabs-on-grade.

5.3.1.5(a) Make provisions in advance for wind-breaks, shading, fogging, sprinkling, ponding, or wet curing as dictated by conditions at time of concrete placement.

5.3.1.7 Discharge of concrete from ready-mix trucks shall not begin until testing agency has made preliminary checks of slump (and air content - if required).

5.3.2.1(a)1 Adequate protection against rain, sleet, or snow shall be defined as protection that prevents any and all adverse affects of the rain, sleet, or snow on the appearance, strength, or durability of the concrete.

5.3.2.1(b)1 Placement of concrete in cold weather shall also comply with Article 1.9 of this specification, titled Cold Weather Concreting.

5.3.2.1(c)1 Placement of concrete in hot weather shall also comply with Article 1.10 of this specification, titled Hot Weather Concreting.

5.3.2.1(d) Evaporation Retarder - When low humidity and/or dry winds create conditions suitable for plastic cracking, evaporation retarder may be required to be applied by spray one or more times during the finishing operation. Evaporation retarder shall not be used as a finishing aid.

5.3.2.3(c)1 Pumping pipes and hoses shall be supported above in-place reinforcing on plywood or tires to cushion impacts, prevent abrasions of epoxy coatings and prevent displacement of reinforcement.

- 5.3.2.4(i) Where concrete is placed on metal deck, assume 1/2 in. average extra concrete will be required to account for deflection of metal deck.
- 5.3.2.4(j) Concrete is not permitted to be placed in standing water or under water without approval of Architect/Engineer.
- 5.3.2.6(d) Bond is required for vertical construction joints in horizontal members, except for slabs on grade.
- 5.3.3.3(a) *Surface finish-1.0 (SF-1.0):*
1. No formwork facing material is specified.
 2. Patch voids larger than 1-1/2 in. wide or 1/2 in. deep.
 3. Remove projections larger than 1/2 in.
 4. Tie holes need not be patched.
 5. Surface tolerance Class C as specified in ACI 117.
 6. Mockup not required.
- 5.3.3.3(b) *Surface finish-2.0 (SF-2.0):*
1. Patch voids larger than 3/4 in. wide or 1/2 in. deep.
 2. Remove projections larger than 1/8 in.
 3. Patch tie holes unless indicated otherwise in Contract Documents.
 4. Surface tolerance Class A as specified in ACI 117.
 5. Mockup not required.
- 5.3.3.3(c) *Surface finish-3.0 (SF-3.0):*
1. Patch voids larger than 3/4 in. wide or 1/2 in. deep.
 2. Remove projections larger than 1/8 in.
 3. Patch tie holes unless indicated otherwise in Contract Documents.
 4. Surface tolerance Class A as specified in ACI 117.
 5. Provide mockup of concrete surface appearance and texture.
- 5.3.3.4(b)1 Where a grout-cleaned rubbed finish is indicated, grout color shall match color of concrete surface to which the grout is applied. When the color of the grout lightens due to drying, rub the surface and keep the surface damp for 36 hours afterward.
- 5.3.3.4(c)1 Where a cork-floated finish is specified, grout color shall match color of concrete surface to which the grout is applied.
- 5.3.3.7 Specified Finishes of Formed Surfaces:
- (a) NON-EXPOSED SURFACES shall be SF-1.0 per 5.3.3.3(a). This includes all non-exposed flat surface and ribbed slabs. Metal pans shall be new or factory reconditioned, with stiffeners to support concrete without sags and bulges in order to satisfy a Class D surface tolerance per ACI 117.
- (b) EXPOSED SURFACES:

1. SMOOTH FORM FINISH: All exposed-to-view formed surfaces in the garage shall be Surface Finish 2.0 (SF-2.0) per 5.3.3.3.b. Provide formwork with a non-porous finished surface (HDO, or approved equal). **Exposed-to-view vertical walls in the garage (basement walls, shearwalls, etc) shall include the following supplemental requirements also:**
 - a. Form material and layout must be approved by Architect prior to placing concrete. Note that modular handset-type forms (such as Symons Steel-Ply, etc.), which create ridges at form/panel edges, are not acceptable and shall not be used.
 - b. Formwork for exposed surfaces shall be in approximately 8-foot lengths and 4-foot widths; orient vertically, unless noted otherwise. Apply impermeable coating to wood rustications or chamfers. Seal form joints and around all ties, reveals, etc. by taping or with non-absorbent caulking (ASTM C 920, Type a, Grade NS, or C 834). Clean taper ties and she-bolts and lubricate with a nonstaining grease or form release agent before each use. Keep form face clean until concrete is placed. Clean forms after each use and discard damaged forms. Refer to paragraph 2.3.1.5.a.3 for form panel offset tolerance requirements.
 - c. Form ties for exposed-to-view concrete walls shall leave a 1-1/4" diameter cone hole. This hole will be partially filled, unless otherwise noted. The tie pattern shall be a regular pattern and aligned at consistent elevations throughout the project. Submit tie pattern for Architect's review and approval. The ties shall be one of the following:
 1. Stainless steel "snap-ties" with a 1" to 1-1/2" breakback.
 2. Galvanized "coil-bolt" type tie.
 3. "She-bolt" tie with the inner male unit galvanized.
 4. Other removable type tie with approval of the Architect.
 - d. During placement, take precautions to minimize mortar splatter on form faces. Deposit concrete in the final position without segregation or loss of material. Do not move concrete horizontally. Place concrete in uniform horizontal layers not more than 36" high for consolidation. Place concrete continuously without exceeding rate of placement used in design of forms. Vibrate placed concrete for maximum consolidation of concrete. Overlap the zones of influence a minimum of 50 percent. Withdraw internal vibrator at a rate of 3 inches per second. Keep internal vibrators 2 inches from form face.

- e. Contractor shall strip forms for exposed-surface concrete at the same age of concrete throughout the project for uniform, consistent color and finish. Refer to 6.1.1.1.a also.
- f. **NO PORTIONS OF EXPOSED TO VIEW SURFACES SHALL BE GROUND WITH MECHANICAL GRINDERS.**
- g. Repairs – refer to 6.1.1.1.a. Where repairs are required, all voids, damaged areas, fins, projections, and honeycomb areas, shall be removed down to sound concrete and shall be repaired immediately after form removal. All patching and repairs shall have prior approval of the Architect as to method and procedure. Any concrete which has not been formed as shown on the Contract Drawings or indicates a defective or unsound surface, and which can't be repaired acceptably, shall be removed and replaced. Permission to patch or attempt a correction shall not be construed to be a waiver of the Owner's right to require complete removal of the defective work should the patching or correction prove to be, in the opinion of the Owner and Architect, unsatisfactory either as to structure or appearance.

- 5.3.3.8 In the case of disagreement regarding use of damaged or worn formwork impairing the concrete surface the Architect's decision shall be final.
- 5.3.4.2.1 Slabs shall be finished in accordance with 5.3.4.2(i) 'Unspecified unformed surface finishes' (as described in ACI 301), unless indicated otherwise on the architectural drawings or in 5.3.4.2(j).
- 5.3.4.2(c)1 Do not apply a 'hard-troweled' finish to air-entrained concrete specified to receive a 'trowel' finish.
- 5.3.4.2(c)2 Rider-operated floats and trowels shall not be used on air-entrained concrete specified to receive a trowel finish.
- 5.3.4.2(j) Specified Finishes of Unformed Surfaces:
 - Type A Exterior and garage areas exposed to vehicular or pedestrian traffic to receive a floated or light broom finish per the Architect's direction. Finish slabs to a manual straightedge 'conventional' tolerance per ACI 117 (1/2 in. in 10 feet) and provide positive drainage with no "ponds" greater than 6 in. in diameter. Do not "over finish" slabs.
 - Type B Building interior slabs-on-grade and supported decks and all other slabs not specifically indicated shall receive a steel trowel finish in accordance with 5.3.4.2(c). Finish slabs to a 'flat'

tolerance ($SOF_F=35$, $MLF_F=28$, $SOF_L=25$, $MLF_L=20$) in accordance with ACI 117. Measure floor finish tolerance within 72 hours after floor finishing and before removal of supporting formwork or shoring. Levelness tolerance (SOF_L) is not applicable to un-shored suspended floors.

Type C Slabs to receive future waterproofing membrane or insulation with topping slabs shall have a floated finish in accordance with 5.3.4.2(b).

Type D Slabs to receive future topping slabs bonded to base slab shall be finished in accordance with 5.3.4.2(f).

Type E Stair treads and landings, interior or exterior, shall receive a light broom finish, finished to a manual straightedge 'flat' tolerance per ACI 117 (1/4 in. in 10 feet).

5.3.5.1 Where not otherwise shown on Drawings, provide control joints in slabs on grade at column centerlines and at the following maximum spacing:

- (a) Slabs less than 5 in. thick – 12 ft. c/c
- (b) Slabs 5 in. to 8 in. thick – 16 ft. c/c
- (c) Topping slabs – 8 ft. c/c
- (d) Maximum panel width-to-length ratio: 1.5.

5.3.6.4(a) When forms are removed prior to 7 days, apply one coat of liquid curing compound to all formed surfaces within an hour of formwork removal.

5.3.6.5(e)1 A thin layer of water shall be applied to the slab surface just prior to placement of the waterproof sheet. The sheet shall remain in place for a minimum of 7 days. All edges and laps of the waterproof sheet shall be weighted down. All tears in the sheet shall be immediately repaired and the concrete surface re-wetted so that no portion of the concrete surface remains uncovered and all portions of the concrete surface remain continuously moist.

5.3.6.5(f)1 Apply curing compound to flatwork in two coats at right angles to each other per manufacturer's recommendations. Total application rate shall be in accordance with manufacturer's recommendations, but not less than 1 gal./200 ft². For rough surfaces, such as broom or scratch finishes, increase application rate per manufacturer's recommendations, but by not less than 50%.

- a. Correct coverage shall be maintained by the applicator and determined through accurate measurement of the material and the number of square feet to which it is applied.
- b. Curing compound shall also be applied to formed surfaces, including beam and slab soffits, per manufacturer's recommendations when forms are removed sooner than 7 days after concrete is cast.

- 5.3.6.5(g) Unless otherwise noted, preservation of moisture in concrete shall be by application of a curing compound satisfying the requirements of 5.2.1.2. Apply the curing compound in accordance with 5.3.6.5(f)1.
- 5.3.6.5(h) Where curing compound will not be compatible with applied finishes or is not permitted because of proximate occupancy, application of water-retention sheeting materials per 5.3.6.5(e) or a continuous wet cure per 5.3.6.5(a), 5.3.6.5(b), 5.3.6.5(c) or 5.3.6.5(d) is required. Apply water-retention sheeting materials or wet cure all slabs to receive a bonded topping or bonded waterproof membrane. Wet cure slabs shown on the architectural drawings as requiring a wet cure.
- 5.3.7.1(a) All voids, damaged places, fins, projections, and honeycomb areas shall be removed down to sound concrete and repaired immediately after form removal. Any concrete that is not formed as shown on the contract drawings, is out of alignment or level, or indicates a defective surface or unsoundness of any nature shall be removed and replaced to the limits required by the Architect/Engineer unless permission is granted to patch or otherwise correct the defective work. Permission to patch or attempt the correction shall not be construed as a waiver of the Architect/Engineer's right to require complete removal of the defective work should the patching or correction prove to be, in the opinion of the Architect/Engineer, unsatisfactory either as to structure or appearance.
- 5.3.7.2(a) Grout tie holes with non-shrink grout in below-grade walls. Coat the applied area with the specified bonding agent per the manufacturer's instructions. **Do not grout tie holes in exposed-to-view walls unless otherwise noted.**
- 5.3.7.5(a) Repair materials other than site-mixed portland-cement mortar shall be submitted for approval.
- 5.3.7.7 All patching materials shall be proportioned to match color of surrounding material after patch material has cured. Prior to starting patching operation, test different techniques, grout mixes, and curing procedures on concealed areas to best match cast concrete. Obtain approval from the Architect/Engineer of patching material and methods prior to proceeding with patching.

Section 6 (ACI 301) – Architectural Concrete

- 6.1.1.1.1 Surfaces designated as Architectural Concrete on the Drawings shall comply with section 6 of ACI 301.
- 6.1.1.1.a There is no concrete work designated as Architectural Concrete. However, for exposed concrete that does not receive paint or other finish,

comply with 6.3.8 "Formwork Removal" and 6.3.9 "Repair of tie holes and surface defects" of this Section.

Section 8 (ACI 301) – Mass Concrete

8.1.1.1 Concrete which is thicker than 4 feet in its minimum dimension for foundation concrete and thicker than 3 feet in its minimum dimension for concrete above grade, shall be subject to the provisions of this section.

8.2.1.2 Where necessary, use a retarding admixture conforming to ASTM C494, pretested with project materials under project conditions, to prevent cold joints or to help reduce the maximum temperature and rate of temperature rise of the concrete.

8.2.1.3 Do not use accelerating admixtures in mass concrete.

Section 9 (ACI 301) – Post-Tensioned Concrete

9.1.1 Delete this section of ACI 301.

Section 10 (ACI 301) – Shrinkage-Compensating Concrete for Interior Slabs

10.1.1 Delete this section of ACI 301.

Section 11 (ACI 301) – Industrial Floor Slabs

11.1.1 Delete this section of ACI 301.

Section 12 (ACI 301) – Tilt-Up Construction

12.1.1 Delete this section of ACI 301.

Section 13 (ACI 301) – Precast Structural Concrete

13.1.1 Delete this section of ACI 301.

Section 14 (ACI 301) – Precast Architectural Concrete

14.1.1 Delete this section of ACI 301.

END OF FOREGOING PARAGRAPH 1.8 ENTITLED "SUPPLEMENTAL REQUIREMENTS AND MODIFICATIONS TO ACI 301-16".

END OF SECTION

DIVISION 22 – PLUMBING

The Banks – Lot 28
BP #1 - Garage Foundations and Site Preparation

THP Limited, Inc.
Architect
Cincinnati, Ohio

Heapy Engineering
Mechanical Electrical Commissioning Technology
Dayton, Ohio Project No. 2021-07091

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NOVEMBER, 2021

SECTION 22 05 01 BASIC PLUMBING REQUIREMENTS

PART 1 - GENERAL

1.1 Special Note

- A. All provisions of the Bidding Requirements, General Conditions, Supplementary Conditions including Divisions 00 and 01, apply to work specified in this Division.

1.2 Scope of Work - Plumbing

- A. The scope of the Plumbing work includes furnishing, installing, testing and warranty of all Plumbing work and complete plumbing systems as shown on the Plumbing drawings, and as specified herein.
- B. The project drawings and specifications define scope of work for the various divisions. Such assignments of work are not intended to restrict the Construction Manager in assignment of work among the contractors to accommodate trade agreements and practices or the normal conduct of the construction work. If there is a conflict of assigned work between Division 22, Divisions 00 and 01 shall take precedence.

1.3 Permits and Regulations

- A. Include payment of all permit and inspection fees applicable to the work in Division 22. Furnish for the Owner certificates of approval from the governing inspection agencies, as a condition for final payment.
- B. Work must conform to applicable local, state and federal laws, ordinances and regulations. Where drawings or specifications exceed code requirements, the drawings and specifications shall govern. Install no work contrary to minimum legal standards.

1.4 Inspection of Site

- A. Each bidder shall inspect the project site. Conditions shall be compared with information shown on the drawings. Report immediately to the Construction Manager any significant discrepancies which may be discovered. After the contract is signed, no allowance will be made for failure to have made a thorough inspection.

1.5 Drawings and Specifications

- A. The drawings indicate the general arrangement of the work and are to be followed insofar as possible. The word "provide", as used, shall mean "furnish and install". If significant deviations from the layout are necessitated by field conditions, detailed layouts of the proposed departures shall be submitted to the Construction Manager for approval before proceeding with the work.
- B. Make all necessary field measurements to ensure correct fitting. Coordinate work with all other trades in such a manner as to cause a minimum of conflict or delay.

- C. The drawings and specifications shall be carefully studied during the course of bidding and construction. Any errors, omissions or discrepancies encountered shall be referred immediately to the Construction Manager for interpretation or correction, so that misunderstandings at a later date may be avoided. The contract drawings are not intended to show every vertical or horizontal offset which may be necessary to complete the systems. Having pipe and fittings fabricated and delivered in advance of making actual measurements shall not be sufficient cause to avoid making offsets and minor changes as may be necessary to install piping and equipment.
- D. The Architect shall reserve the right to make minor adjustment in locations of system runs and components where considered desirable in the interest of concealing work or presenting a better appearance where exposed. Any such changes shall be anticipated and requested sufficiently in advance as to not cause extra work, or unduly delay the work. Coordinate work in advance with all other trades and report immediately any difficulties which can be anticipated.
- E. Equipment or piping shall not be installed in the dedicated electrical space above or in the working space required around electrical switchgear, motor control centers or panelboards as identified by the National Electric Code (NEC).
- F. Where any system runs and components are so placed as to cause or contribute to a conflict, it shall be readjusted at the expense of the contractor causing such conflict. The Architect's decision shall be final in regard to the arrangement of equipment, piping, etc., where conflict arises.
- G. Provide offsets in system runs, additional fittings, necessary drains and minor valves, traps and devices required to complete the installation, or for the proper operation of the system. Exercise due and particular caution to determine that all parts of the work are made quickly and easily accessible.
- H. Should overlap of work among the trades become evident, this shall be called to the attention of the Construction Manager. In such event, none of the trades or their suppliers shall assume that they are relieved of the work which is specified under their branch until instructions in writing are received from the Construction Manager.

1.6 Coordination Drawings

- A. Refer to Divisions 00 and 01 for requirements.

1.7 Inspection

- A. All work shall be subject to inspection of Federal, State and local agencies as may be appropriate, and of the Architect and Engineer.
- B. Obtain final inspection certificates and turn over to the Owner.

1.8 Record Drawings

- A. Maintain a separate set of prints of the contract documents and hand mark all changes or variations, in a manner to be clearly discernible, which are made during

construction and the coordination process. Upon completion of the work and within 90 days of system acceptance, these drawings shall be turned over to the Construction Manager. This shall apply particularly to underground and concealed work, and to other systems where the installation varies to a degree which would justify recording the change.

1.9 Operating and Maintenance Manuals

- A. Assemble three copies each of operating and maintenance manuals for the Plumbing work.
- B. All “approved” shop drawings and installation, maintenance and operating instruction pamphlets or brochures, wiring diagrams, parts list and other information, along with warranties, shall be obtained from each manufacturer of the principal items of equipment. In addition, prepare and include a chart listing all items of equipment which are furnished under this contract, indicating the nature of maintenance required, the recommended frequency of checking these points and the type of lubricating media or replacement material required. Name and address of a qualified service agency. A complete narrative of how each system is intended to operate.
- C. Pipe pressure test reports shall also be included.
- D. These shall be assembled into three-ring loose leaf binders or other appropriate binding. An index and tabbed sheets to separate the sections shall be included. These shall be submitted to the Construction Manager for review. Upon approval, manuals shall be turned over to the Owner.

1.10 Final Inspection and Punch List

- A. As the time of work completion approaches, survey and inspect the work and develop their own punch list to confirm that it is complete and finished. Then notify the Construction Manager and request that a final inspection be made. It shall not be considered the Architect's or Engineer's obligation to perform a final inspection until the Contractor has inspected the work and so states at the time of the request for the final inspection.
- B. Requests to the Construction Manager for final inspection may be accompanied by a limited list of known deficiencies in completion, with appropriate explanation and schedule for completing these; this is in the interest of expediting acceptance for beneficial occupancy.
- C. The Construction Manager will inspect the work and prepare a punch list of items requiring correction, completion or verification. Corrective action shall be taken by the Contractor to the satisfaction of Architect and Engineer within 30 days of receipt of the Architect/Engineer's punch list.

1.11 Warranty

- A. Warrant all workmanship, equipment and material entering into this contract for a period of one (1) year from date of final acceptance or date of beneficial use, as

agreed to between Contractor and Construction Manager. Any materials or equipment proving to be defective during this warranty period shall be made good without expense to the Owner. Use of equipment for temporary system use is not the start of the warranty period.

1. Certain items of equipment are specified to have multi-year parts and/or labor warranties. Refer to individual equipment specifications.
- B. This provision is intended specifically to cover deficiencies in contract completion or performance which are not immediately discovered after systems are placed in operation. Also included shall be supplementary assistance in balancing, adjusting or providing operating instructions as the need develops, and replacing overload heater elements in starters where necessary to keep systems in operation. Heater element sizes shall not exceed the motor manufacturer's recommendations.
- C. This provision shall not be construed to include maintenance items such as re-tightening or repacking glands, greasing, oiling, belt tightening and cleaning strainers after these have been done for final close-out.
- D. Provisions of this warranty shall be considered supplementary to warranty provisions under Division 01 General Conditions.

PART 2 - PRODUCTS

2.1 Materials and Equipment

- A. Materials and equipment furnished under this contract shall be in strict accordance with the specifications and drawings and shall be new and of best grade and quality. When two or more articles of the same material or equipment are required, they shall be of the same manufacturer.

2.2 Listing and Labeling

All equipment and appliances shall be listed and labeled in accordance with the Plumbing Code. Testing shall be performed by an Approved Agency, with the seal or mark of the Agency affixed to each piece of equipment or appliance

2.3 Reference Standards

- A. Where standards (NFPA, NEC, ASTM, UL, etc.) are referenced in the specifications or on the drawings, the latest edition is to be used except, however, where the authority having jurisdiction has not yet adopted the latest edition, the edition so recognized shall be used.

2.4 Equipment Selection

- A. The selection of materials and equipment to be furnished shall be governed by the following:

1. Where trade names, brands, or manufacturers of equipment or materials are listed in the specification, the exact equipment listed shall be furnished. Where more than one name is used, the Contractor shall have the option of selecting between any one of the several specified. All products shall be first quality line of manufacturers listed.
 2. Where the words "or approved equal" appear after a manufacturer's name, specific approval must be obtained from the Architect during the bidding period in sufficient time to be included in an addendum. The same shall apply for equipment and materials not named in the specifications, where approval is sought.
 3. Where the words "equal to" appear, followed by a manufacturer's name and sometimes a model or series designation, such designation is intended to establish quality level and standard features. Equal equipment by other manufacturers will be acceptable, subject to the Engineer's approval.
- B. Substitute equipment of equal quality and capacity will be considered when the listing of such is included as a separate item of the bid. State the deduction or addition in cost to that of the specified product.
- C. Before bidding equipment, and again in the preparation of shop drawings, verify that adequate space is available for entry and installation of the item of equipment, including associated piping and accessories. Also verify that adequate space is available for servicing of the equipment.
- D. If extensive changes in pipe or equipment layout, or electrical wiring and equipment are brought about by the use of equipment which is not compatible with the layout shown on the drawings, necessary changes shall be deemed to be included in this contract.

2.5 Shop Drawings

- A. Electronic copies of shop drawings and descriptive information of equipment and materials shall be furnished. Submit to the Architect and/or Engineer for review as stated in the General Conditions and Supplementary Conditions. These shall be submitted as soon as practicable and before equipment is installed and before special equipment is manufactured. Submittal information shall clearly identify the manufacturer, specific model number, approval labels, performance data, electrical characteristics, features, specified options and additional information sufficient to evidence compliance with the contract documents. Product catalogs, brochures, etc. submitted without project specific items marked as being submitted for review will be rejected and returned without review. Shop drawings for equipment, fixtures, devices and materials shall be labeled and identified same as on the Contract Documents. If compliance with the above criteria is not provided shop drawings will be subject to rejection and returned without review. Samples shall be submitted when requested or as specified here with-in.
- B. The review of shop drawings by the Architect or Engineer shall not relieve the Contractor from responsibility for errors in the shop drawings. Deviations from

specifications and drawing requirements shall be called to the Engineer's attention in a separate clearly stated notification at the time of submittal for the Engineer's review.

- C. Shop drawings of the following Plumbing equipment and materials shall be submitted:
 - 1. Pipe, fittings and joining methods for the various systems.
 - 2. Drainage system specialties.
 - 3. Garage interceptor/Master Trap.

PART 3 - EXECUTION

3.1 Pipe Testing

- A. All piping provided in this work shall be pressure tested, as specified below.
- B. Pipe testing for Plumbing piping shall be:
 - 1. Soil, waste and vent piping and storm piping - rough test and final test, in conformance to Plumbing Code requirements.
- C. Ensure that air is vented from piping when piping is hydrostatically tested.
- D. Tests shall be witnessed by field representatives of the Construction Manager or Architect or shall be monitored by a recorder. Furnish a written record of each piping system test indicating date, system, pressure, duration and results of tests. Copies of test reports shall be included in the O&M manuals.
- E. Leaks discovered during testing shall not be patched. Threaded connections shall be either tightened or replaced. Small leaks in welded pipe may be chipped and rewelded.

3.2 Pipe Cleaning

- A. Refer to appropriate Sections for cleaning of other piping for normal operation.

3.3 Operation and Adjustment of Equipment

- A. As each piping system is put into operation, all items of equipment included therein shall be adjusted to proper working order.

3.4 Operating Demonstration and Instructions

- A. Set the various systems into operation and demonstrate to the Construction Manager that the systems function properly and that the requirements of the Contract are fulfilled.
- B. O&M manuals shall be submitted, reviewed and approved prior to scheduling of demonstrations.

The Banks – Lot 28
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END OF SECTION

SECTION 22 05 02 AGREEMENT AND WAIVER FOR USE OF ELECTRONIC FILES

PART 1 - GENERAL

- 1.1 The Engineer, at his sole discretion and without obligation, makes graphic portions of the contract documents available for use by the contractor in electronic format. These electronic files are proprietary, and remain the Engineer's Instruments of Service and shall be for use solely with respect to this project, as provided in the Standard Form of Agreement between Owner/Architect and Engineer.
- 1.2 Electronic files shall be released only after bids have been received for the project and contracts have been signed with the contractors.
- 1.3 The contractor shall acknowledge receipt of electronic files in the requested format for this project. The electronic files are provided as a convenience to the User, for use in preparing shop drawings and/or coordination drawings related to the construction of only the project identified in the Agreement. The electronic files and the information contained within are the property of the Engineer and/or the Architect and/or the Owner, and may not be reproduced or used in any format except in conjunction with the project identified in the Agreement.
- 1.4 The User acknowledges that the information provided in the electronic files is not a substitution or replacement for the Contract Documents and does not become a Contract Document. The User acknowledges that neither the Engineer, the Architect, the Consultants, the Client or the Owner make any warrant or representation that the information contained in the electronic files reflect the Contract Documents in their entirety. The User assumes full responsibility in the use of the electronic files, including the responsibility to see that all manual modifications, addenda, bulletins, clarifications and Change Orders to the drawings executed as a part of the Contract Documents have been incorporated.
- 1.5 The User acknowledges that the receipt of electronic files in no way relieves the User from the responsibility for the preparation of shop drawings or other schedules as set forth in the Contract between the Contractor and the Owner.
- 1.6 Electronic files are available in a .DWG or .RVT format for a cost as indicated in the Agreement and Waiver Form. **Providing the documents in a .DWG version that differs from the product version that the .DWG files were initially created in will incur additional charges per sheet, as indicated in the Agreement and Waiver Form.** Charges are for the Engineer's time to prepare the documents in the format stated. They are available through the Engineer's office on a C.O.D. basis only. A sample of the format will be provided by the Engineer upon request by the contractor, for the purpose of testing the compatibility of the format to the contractor's systems.
- 1.7 All drawings will be in an AutoCAD file format, when requested to be .DWG format.
- 1.8 All project models will be furnished without views.
- 1.9 All electronic files shall be stripped of the Project's name and address, the Architect's / and / Engineer's / and / any consultant's name and address, and any professional

licenses indicated on the contract documents, (and all dimensions, verbiage, and statistical information). Use of these electronic files is solely at the contractor's risk, and shall in no way alter the contractor's Contract for Construction.

- 1.10 The User agrees to indemnify, hold harmless and defend the Engineer, the Architect, the Consultants, the Owner, the Client and any of their agents from any litigation resulting from the use of (by any means of reproduction or electronic media) these files. The Engineer makes no representation regarding fitness for any particular purpose, or suitability for use with any software or hardware, and shall not be responsible or liable for errors, defects, inexactitudes, or anomalies in the data, information, or documents (including drawings and specifications) caused by the Engineer's or its consultant's computer software or hardware defects or errors; the Engineer's or its consultant's electronic or disk transmittal of data, information or documents; or the Engineer's or its consultant's reformatting or automated conversion of data, information or documents electronically or disk transmitted from the Engineer's consultants to the Engineer.
- 1.11 The contractor waives all claims against the Engineer, its employees, officers and consultants for any and all damages, losses, or expenses the contractor incurs from such defects or errors in the electronic files. Furthermore, the contractor shall indemnify, defend, and hold harmless the Engineer, and its consultants together with their respective employees and officers, harmless from and against any claims, suits, demands, causes of action, losses, damages or expenses (including all attorney's fees and litigation expenses) attributed to errors or defects in data, information or documents, including drawings and specifications, resulting from the contractor's distribution of electronic files to other contractors, persons, or entities.

PART 2 - PRODUCTS – NOT USED

PART 3 - **EXECUTION**

- 3.1 Attached "Agreement" shall be submitted with accompanying payment to the Engineer prior to delivery of electronic files.

END OF SECTION

The Banks – Lot 28
BP #1 - Garage Foundations and Site Preparation
November 5, 2021
Heapy – 2021-07091



**ELECTRONIC FILES
HEAPY RELEASE FORM TO CONTRACTORS**

Project: The Banks – Lot 28
BP#1 – Garage Foundations and Site Preparation
Cincinnati, Ohio

Owner: Hamilton County

Heapy Engineering Project Number: 2021-07091

Heapy Engineering Project Manager: David Madden

The Provider, named below, will furnish the Recipient, named below, certain documents prepared by the Provider or its sub consultants in an electronic format. These documents are hereinafter collectively referred to as "Electronic Files". The Electronic Files are instruments of the Provider services performed solely for the Owner's benefit and to be used solely for this Project. The Provider does not represent that the information contained in the Electronic Files are suitable for use on any other project or for any other purpose. If the Electronic Files are used for any other project or purpose without the Provider's specific written permission, the risk of such use shall be assumed solely by the Recipient or other user.

Prior to the use of the Electronic Files the Provider and the Recipient agree to the following terms and conditions:

1. The Provider and Recipient fully understand that the data contained in these electronic files are part of the Provider's Instruments of Service. The Provider shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights.
2. The Recipient confirms their request to the Provider for Electronic Files for the Project listed above, which the Recipient understands are to be provided only in accordance with, and conditioned upon, the terms and conditions of the Agreement and Waiver for Use of Electronic Files).
3. The Provider agrees that the Recipient may use the Electronic Files for the sole purpose of preparing shop drawings and/or coordination drawings for the above Project only. Any Electronic Files provided are strictly for the use of the Recipient in regard to the Project named above, and shall not be utilized for any other purpose or provided by the Recipient to any entity other than its subcontractors for the Project named above.
4. The Recipient acknowledges that the furnishing of Electronic Files in no way relieves the Recipient from the responsibility of shop drawings or other schedules as set forth in the Contract between the Contractor and the Owner.
5. The Recipient acknowledges:

- a. That the Electronic Files do not contain all of the information of the Bid Documents or Contract Documents for the construction of the Project above.
 - b. That information in the Bid Documents or Contract Documents may be revised or modified in the future.
 - c. The Provider does not have, and will not have, any duty or obligation to advise or give notice to the Recipient of any such revisions or modifications.
 - d. That the Recipient agrees that its use of the Electronic Files is at the Recipient's sole risk of liability, and that the Recipient shall make no claim or demand of any kind against the Provider arising out of Recipient's receipt or use of the Electronic Files.
6. The Provider makes no representation or warranty of any kind, express or implied, with respect to the Electronic Files and specifically makes no warranty that the Electronic Files shall be merchantable or fit for any particular purpose, or accurate or complete. Furthermore, any description of said Electronic Files shall not be deemed to create an implied or express warranty that such Electronic Files shall conform to said description.
7. Due to the unsecured nature of the Electronic Files and the inability of the Provider or the Recipient to establish controls over their use, the Provider assumes no responsibility for any consequences arising out of the use of the data. It is the sole responsibility of the Recipient to check the validity of all information contained within the Electronic Files. The Recipient shall at all times refer to the Construction Documents of the project during all phases of the project. The Recipient shall assume all risks and liabilities resulting from the use of this data, and the Recipient agree(s) to waive any and all claims and liability against the Provider and its sub consultants resulting in any way from the use of the Electronic Files.
8. Electronic Files are provided strictly as a courtesy by the Provider solely for the convenience of the Recipient, and are not part of the Bid Documents or Contract Documents for the Project. The Electronic Files do not replace or supplement the paper copies of any drawings, specifications, or other documents included in the Contract Documents for use on the project.
 - a. The Recipient assumes full responsibility in the use of Electronic Files, including the responsibility to see that all manual modifications, addenda, bulletins, clarifications and Change Orders to the drawings executed as a part of the Contract Documents have been incorporated.
9. As stated herein, the possibility exists that the Electronic Files provided may differ from the Bid Documents or Contract Documents for construction of the Project. The Provider shall not be responsible, nor be held responsible, for differences between Electronic Files, the Bid Documents, and Contract Documents. The Bid Documents or Contract Documents for the Project may be modified by the Provider at any time, either before or after construction begins. The Provider has no responsibility, either before or after any such modification, to determine or to advise the Recipient whether any such modification causes Electronic Files provided to the Recipient to be out of date, inconsistent with the Bid Documents or Contract Documents, or otherwise unsuitable or unfit for use in any way.
10. The Recipient assumes all risk and liability for any losses, damages, claims, or expenses (including defense and attorney fees) resulting from its receipt, use, or possession of Electronic

Files furnished by the Provider. The Provider makes no representation, warranty or guarantee that the Electronic Files:

- a. Are suitable for any other usage or purpose.
 - b. Have any particular durability.
 - c. Will not damage or impair the Recipient's computer or software.
 - d. Contain no errors or mechanical flaws or other discrepancies that may render them unsuitable for the purpose intended by the Recipient.
11. Recipient agrees to indemnify, defend and hold harmless the Provider, agents, employees, and the Owner from, and against, any and all claims, suits, losses, damages or costs, of any kind or nature, including attorney's fees, arising from or by reason of the Recipient's use of Electronic Files provided by the Provider, and such defense and indemnification obligation duties shall survive any use under this Agreement and Waiver for Use of Electronic Files.
12. The Recipient agrees that the Provider shall have no responsibility whatsoever for problems of any nature arising from transmitting and storing electronic files at a Recipient requested FTP or project management site or the conversion of the Electronic Files by the Recipient or others for use in non-native applications. The Provider will not provide Electronic Files in compressed formats. Recipient agrees to accept the files in the format provided by the Provider, and that Recipient's conversion or electronic file storage at the Recipient's requested site, shall be at Recipient's sole risk.
13. Recipient acknowledges:
 - a. That the Electronic Files provided by the Provider are a graphical representation of the building in order to generate two-dimensional industry standard drawings.
 - b. That the data contained in the Electronic Files may not be 100% accurate and should not be used for dimensional control, building layout, shop drawings, or any other similar purpose
 - c. That any schedule of materials produced directly from the Electronic Files has not been checked for accuracy.
 - d. That the information in the Electronic Files should be used only for comparative purposes and shall not be relied upon for accurate quantity estimates or used in establishing pricing.
14. Electronic Files provided by the Provider will only contain elements and content that the Provider deems necessary and appropriate to share. No specific Level of Development (LOD) is implied or expected. The Recipient agrees that no proprietary content, MvParts or Revit Families or any other AutoCAD MEP or Revit MEP content shall be removed from the model and/or used for any other purpose but to support this specific project.
15. The Provider, at its sole discretion, may modify the Electronic files before they are provided to the Recipient. Such modifications may include, but are not necessarily limited to, removal of

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certain information. The Provider, at its sole discretion, may refuse to provide some or all Electronic Files requested by Recipient.

16. The availability of Electronic Files that were not prepared by the Provider is subject to the consent of the Owner or consultant that prepared those Electronic Files. The Provider will not negotiate with the Owner or consultant or repeatedly solicit the Owner or consultant to obtain such consent. Neither this Agreement and Waiver for Use of Electronic Files nor any such separate Consultant's consent may be assigned or transferred by Recipient to any other person or entity.

Provider (Name of Company): _____

Recipient (Name of Company): _____

Recipient Address: _____

Name of authorized Recipient Representative: _____

Title of authorized Recipient Representative: _____

E-mail address of authorized Recipient Representative: _____

Signature of authorized Recipient Representative: _____

Date: _____

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NOTE: Select requested Electronic File Format, File Transfer Medium and complete applicable Cost Summary.

A. Electronic File Format (select one):

1. ☐ .DWG Format - List of Drawings Requested: _____

2. ☐ Revit Project Model Requested (Model only, no Views included)

B. File Transfer Medium (select one):

☐ CD-ROM ☐ DVD-ROM ☐ Heapy FTP ☐ User's FTP site ☐ Flash Drive

C. Delivery of Electronic Files Cost Summary:

Available Electronic .DWG file format:

☐ 2018 DWG

If a different file version is required than the indicated available version state the requested version:

_____ .DWG

Note that an additional charge per sheet will be incurred.

Cost of Preparation of Division 22 Electronic .DWG Files:

First Drawing: \$50.00 \$50.00

Additional Drawings \$15.00 each _____ x \$15.00 = \$ _____

Conversion to .DWG version different from available .DWG:
\$5.00 additional/sheet _____ x \$ 5.00 = \$ _____

Total Cost: (Please make check payable to Heapy Engineering and include a copy of this form.)\$ _____

_____ All files will be bound together.

Available electronic Revit file format:

☐ 2018 .RVT

Cost of Preparation of Division 22 Electronic Revit Model Files:

Revit Project Model without Views \$500.00

Total Cost: (Please make check payable to Heapy Engineering and include a copy of this form.) \$ _____

SECTION 22 05 04 BASIC PLUMBING MATERIALS AND METHODS

PART 1 - GENERAL

1.1 Construction Water

- A. Refer to Division 01 - General Requirements, for information regarding construction water.
- B. Cost of water use for construction is not included in Division 22.
- C. Remove construction water meter and piping when no longer required.

1.2 Continuity of Services

- A. Work shall be so planned and executed as to provide reasonably continuous service of existing systems throughout the construction period. Where necessary to disrupt services for short periods of time for connection, alteration or switch-over, the Construction Manager shall be notified in advance and outages scheduled at the Owner's reasonable convenience.
- B. Submit, on request, a written step-by-step sequence of operations proposed to accomplish the work. The outline must include tentative dates, times of day for disruption, downtime and restoration of services. Submit the outline sufficiently in advance of the proposed work to allow the Architect or Engineer to review the information with the Construction Manager and Owner. Upon approval, final planning and the work shall be done in close coordination with the Owner.
- C. Shutdown of systems and work undertaken during shutdown shall be bid as being done outside of normal working hours.

PART 2 - PRODUCTS – NOT APPLICABLE

PART 3 - EXECUTION

3.1 Workmanship

- A. Materials and equipment shall be installed and supported in a first-class and workmanlike manner by mechanics skilled in their particular trades. Workmanship shall be first-class in all respects, and the Architect and Engineer shall have the right to stop the work if highest quality workmanship is not maintained.
- B. Plumbing work shall be performed by licensed Plumbing Contractors in accordance with requirements of the jurisdiction.

3.2 Protection

- A. Each Contractor shall be entirely responsible for all material and equipment furnished in connection with their work. Special care shall be taken to properly protect all parts thereof from theft, damage or deterioration during the entire construction period in

such a manner as may be necessary, or as directed by the Construction Manager. All piping and tubing shall be elevated from grade for on-site storage, and all open ends shall be covered. Plastic piping shall be protected from direct and indirect sunlight.

3.3 Cutting and Patching

- A. Refer to Division 01 - General Requirements for information regarding cutting and patching.
- B. Plan the work well ahead of the general construction. Where pipes are to pass thru walls, partitions, floors, roof or ceilings, place sleeves in these elements or arrange for the provision of openings where sleeves are not practical. Where sleeves or openings have not been installed, cut holes and patch as required for the installation of this work. Any damage caused to the building in this work shall be repaired or rectified.
- C. All sleeves and openings not used or partially used shall be closed to prevent passage of smoke and fire.

3.4 Painting

- A. Coordinate with Construction Manager for extent of painting required.
- B. Refer to Division 09 Specifications for methods to be utilized.

END OF SECTION

SECTION 22 05 07 PIPING MATERIALS AND METHODS

PART 1 - GENERAL

- 1.1 Piping materials and methods for piping common to Division 22 – Plumbing shall be as specified herein and as shown on the drawings.
- 1.2 Included in this section are:
 - A. Pipe, fittings and joining methods.
 - B. Pipe sleeves, openings.
 - C. Installation methods of piping.
- 1.3 Refer to other Sections in Division 22 for selection of piping materials for the various services. Piping materials and installation methods peculiar to certain individual systems are specified in Sections related to those systems.
- 1.4 Pipe threads shall meet B1.20.1 for factory threaded pipe and pipe fittings.
- 1.5 Pipe sleeves shall be provided where below grade pipes penetrate structural elements.

PART 2 - PRODUCTS

- 2.1 Pipe sleeves shall be:
 - A. Schedule 40 PVC, Type 1, ASTM D-2466, **color gray**.

PART 3 - EXECUTION

- 3.1 Pipe shall be cut and fabricated to field measurements and run parallel to normal building lines. Pipe ends shall be cut square and ends reamed to remove burrs. The pipe interior shall be cleaned of foreign matter before erection of the pipe.
- 3.2 Piping shall be installed consistent with good piping practice. Coordinate with other trades to attain a workmanlike installation.
- 3.3 Pipe alignment must be tightly maintained. Misalignment must be corrected to the satisfaction of the Engineer before the system is accepted.
- 3.4 Close open ends of piping during installation to keep interior of the pipe clean.
- 3.5 Pipe sleeves shall be placed and shall be coordinated, in the initial stages of construction before concrete and other general construction activity. Means shall be taken to ensure that the sleeve will not move during or after construction.

END OF SECTION

SECTION 22 05 09 EXCAVATION, BACKFILL AND SURFACE RESTORATION

PART 1 - GENERAL

- 1.1 Excavate for all in-grade underfloor piping, underground exterior piping, and associated incidental work. Backfill to finish grade or to levels consistent with site work activity. Cut existing street, drive and parking lot paving, walks, curbs and other permanent hard surfaces which are to be encountered. Repair or restore exterior surfaces to original condition or as is consistent with site activity. All work shall comply with requirements set forth in Division 31 – Earthwork and Division 32 – Exterior Improvements.
- 1.2 Excavation and trench wall supporting, cribbing, sloping and stepping of excavations required for safety shall be done in accordance with OSHA and local requirements. Pumping of water from excavations and trenches which may be required during construction shall be included in this contract.
- 1.3 Contact the Ohio Utilities Protection Service (1-800-362-2764 or 811) sufficiently in advance of the start of any excavation so that notification can be made to member utility departments and utility companies (water, sewer, gas, petroleum, electric, telephone, cable, etc.) having underground utilities in or near the project area. Also contact those companies to verify that utility lines have been located and duly marked and identified.
- 1.4 Existing utilities encountered during excavation work shall be protected in a manner acceptable to the utility owner. Any utilities that are damaged shall be repaired or replaced by this Contractor to the full satisfaction of the utility owner.

PART 2 - PRODUCTS

- 2.1 Refer to Division 31 Earthwork for bedding and backfill materials specifications.

PART 3 - EXECUTION

- 3.1 Trenches for interior and exterior piping shall be over excavated and the pipe shall be laid on 6 inches minimum depth sand bed.
- 3.2 Backfilling and compaction of excavations and trenches under paved or other hard surfaced areas, shall be with approved backfill materials, to prevent undue settlement.
- 3.3 Backfill shall be mechanically compacted in layers not over 6 inches deep. Water settling will not be permitted. Where excavations have not been properly filled or where settlement occurs, they shall be refilled, compacted, smoothed off, and finally made to conform to the initial requirements. Excess excavated materials shall be removed from the site or disposed of. Refer to Division 31 Earthwork for compaction requirements.
- 3.4 Maintain in place adequate barricades, guards, planking, plating, signage, warning lights, etc., at and around excavations.

END OF SECTION

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SECTION 22 05 53 IDENTIFICATION OF PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

- 1.1 Identification shall consist of pipe marking as specified hereinafter.
- 1.2 Pipe markings shall be applied to all piping.
- 1.3 Labels and markers shall comply with ANSI A13.1 for lettering size, colors and length of color field.

PART 2 - PRODUCTS

- 2.1 Underground line marker tape shall be permanent bright-colored, plastic with continuous identification lettering. Tape over service lines that cannot be detected by a metal detector shall be multi-ply with an aluminum foil core.
- 2.2 Labels, markings and tags shall be manufactured by W.H. Brady, Seton, Allen, Kolbi, MSI or Industrial Safety Supply.

PART 3 - EXECUTION

- 3.1 Refer to appropriate sections of this specification for installation of underground line marker tape.

END OF SECTION

SECTION 22 13 16 INTERIOR DRAINAGE AND VENT SYSTEMS

PART 1 - GENERAL

- 1.1 Drainage systems including soil, waste and vent system and storm drainage system shall be provided as shown on the drawings and as specified.
- 1.2 Refer to 22 05 09 Excavation Backfill and Surface Restoration, 22 05 07 Piping Materials and Methods for Plumbing and other related sections for provisions affecting this Section.
- 1.3 All referenced standards shall be of the latest edition adopted by the jurisdiction unless specifically noted otherwise.
- 1.4 All cast iron drainage and vent pipe, fittings and joining materials shall be listed to the respective standard(s) stated below and shall be marked with the collective trademark of the Cast Iron Soil Pipe Institute.

PART 2 - PRODUCTS

- 2.1 Interior soil, waste and vent piping.
 - A. Pipe in grade below the floor slab shall be coated cast iron, centrifugally cast with hub and spigot ends, ASTM A74. Fittings shall be drainage type. Joints shall be push-tight with elastomeric gaskets, ASTM C564 and ASTM C1563.
 - B. Pipe in grade below the floor slab shall be coated cast iron, centrifugally cast with hubless ends, ASTM A-888 and CISPI 301. Fittings shall be drainage type with hubless ends. Joints shall be made with no-hub couplings consisting of a neoprene gasket ASTM C564, and type 304 corrugated stainless steel shield and clamp assembly, ASTM C1540 compliant. No-hub couplings shall be Ideal "Heavy Duty MD", Clamp-All 80, Husky "SD 2000", Mission "Heavy Weight" or Mifab "Extra-Heavy Duty".
 - C. Pipe, fittings and joints above grade shall be:
 1. Coated cast iron pipe, centrifugally cast, with hub and spigot ends, ASTM A74. Fittings shall be drainage type. Joints shall be push-tight with elastomeric gaskets, ASTM C564 and ASTM C1563.
 2. Pipe in grade below the floor slab shall be coated cast iron, centrifugally cast with hubless ends, ASTM A-888 and CISPI 301. Fittings shall be drainage type with hubless ends. Joints shall be made with no-hub couplings consisting of a neoprene gasket ASTM C564 and type 304 corrugated stainless steel shield and clamp assembly, ASTM C1540 compliant. No-hub couplings shall be Ideal "Heavy Duty HD", Clamp-All 125, or Husky "SD 4000".
- 2.2 Storm Drainage Piping

- A. Pipe in grade below the floor slab shall be coated cast iron, centrifugally cast with hub and spigot ends, ASTM A74. Fittings shall be drainage type. Joints shall be push-tight with elastomeric gaskets, ASTM C564 and ASTM C1563.
 - B. Pipe in grade below the floor slab shall be coated cast iron, centrifugally cast with hubless ends, ASTM A-888 and CISPI 301. Fittings shall be drainage type with hubless ends. Joints shall be made with no-hub couplings consisting of a neoprene gasket ASTM C564 and type 304 corrugated stainless steel shield and clamp assembly, ASTM C1540 compliant. No-hub couplings shall be Ideal "Heavy Duty HD", Clamp-All 125, or Husky "SD 4000".
- 2.3 Garage waste interceptor shall be constructed of 5000 lb. reinforced concrete complete with vent and cleanout openings and cast iron manhole frame and cover, as detailed on the drawings. A standard precast basin of equal volume and strength and similar arrangement will be acceptable at the Contractor's option. Interceptor shall comply with all applicable State and local code requirements.

PART 3 - EXECUTION

- 3.1 Cut pipe to required length and ream ends to remove burrs. Align horizontal piping to attain even pitch, minimum of 0.25 inch per ft. on sizes 2.50 inches and smaller, 0.125 inch per ft. on sizes 3 inches and larger unless specifically noted on drawings.
- 3.2 Trenching, bedding and backfill for piping in grade below floor slab shall be in accordance with 22 05 09 Excavation, Backfill and Surface Restoration.
- 3.3 Gasket lubricant shall be used in the assembly of push-tight joints.
- 3.4 The use of sealers or sealants for couplings in No-Hub cast iron systems is not acceptable unless specifically recommended by the coupling manufacturer. No-Hub type couplings shall be installed in strict conformance with manufacturer's recommendations.
- 3.5 Vent piping shall extend as indicated on drawings.
- 3.6 Provide cleanouts in drainage piping as indicated on the drawings and:
- A. In horizontal piping at intervals no greater than 100 ft.
 - B. At the base of each soil and waste stack and at the base of each downspout.
- 3.7 Interceptors shall be bedded properly and installed level. Installation shall be as detailed on the drawings.
- 3.8 Maintain a minimum 4 inches backfill depth between the top of the pipe and bottom of the floor slab for all piping installed in grade below the floor. Installation, bedding and backfill for plastic pipe shall conform to ASTM D2321.

END OF SECTION

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SECTION 22 13 19 DRAINAGE SYSTEMS SPECIALTIES

PART 1 - GENERAL

- 1.1 Drainage systems specialties shall be as shown on the drawings and as specified.

PART 2 - PRODUCTS

- 2.1 Garage drains shall be as shown and scheduled on the drawings. Drains shall be equal to listed catalog numbers, type, size, materials and features. Drains shall be manufactured by J.R. Smith, Wade, Josam, Watts, Mifab or Zurn.
- 2.2 Cleanouts
- A. Cleanouts shall be of the same manufacturer as garage and equal to the listed catalog numbers in type, materials and features.
 - B. Exterior cleanouts in areas subject to vehicular traffic shall be J.R. Smith Series 4250. Cleanouts shall consist of ABS or cast iron gasketed plug, heavy duty double flanged housing and round non-slip cast iron cover with securing screws.

PART 3 - EXECUTION

- 3.1 Garage drains shall be set with rim below finish floor level to permit continuous floor pitch to drain, unless otherwise noted or directed. Verify exact location and desired rim elevations before installation.
- 3.2 Cleanouts shall be same size as pipe thru 4 inch size. Maximum size of cleanouts shall be 4 inches diameter unless larger units are required for testing or special access purposes. Provide cleanouts where indicated on the drawings and at other locations where deemed advisable. Location of cleanouts as stipulated by applicable code shall be considered as the minimum requirement.

END OF SECTION

DIVISION 31 – EARTHWORK

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 miscellaneous foundations, sewers, catch basins, manholes, other underground utilities, other demolished items, and underground constructions.
- C. Excavating and backfilling for new structures.
- D. Subgrade preparation.
- E. Fill and sub-base materials and operations.
- F. Undercutting and replacement of unacceptable existing in-place materials.
- G. Dewatering of excavated and backfilled areas.
- H. Removal and disposal of excess material.
- I. Erosion control measures.

1.2 RELATED SECTIONS

- A. Section 003200 – Geotechnical Data.
- B. 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 Architect, Geotechnical Engineer, or Construction Manager.
 - 4. Submit reports of all inspections, tests, and approvals in accordance with General Conditions and Section 014000.
 - 5. Identify and measure quantities of existing unsuitable material to be undercut.
 - 6. At completion of earthwork, submit Certification, signed jointly by Contractor and earthwork subcontractor, that all earthwork requiring inspection and testing complies with requirements of these Specifications.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Schedule and coordinate delivery and removal of material. No stockpiling will be permitted on site, except as indicated on Drawings or as directed by Construction Manager.

1.6 PROJECT CONDITIONS

A. Soils Investigation Data:

1. Soils and subsurface investigations were conducted in the area by Terracon Consultants Inc., Cincinnati, Ohio. Refer to Section 003200.
2. Bidders shall examine this report and are urged to make their own investigation of the Project Site before bidding. Subsequent claims for additional compensation attributable to the Bidder not examining this report and/or the Project Site will not be considered.
3. Soils investigation data is provided for information and convenience of the Bidders. Owner, Architect, and Construction Manager disclaim any responsibility for the accuracy, true location and extent of the Soils Investigation that has been prepared by others. Owner, Architect, and Construction Manager further disclaim responsibility for interpretation of that data by bidders, as in projecting soil-bearing values, rock profiles, soil stability and the presence, level, and extent of underground water.
4. Soils investigation data is not part of the Contract Documents.

- B. 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 in accordance with the geotechnical report in Section 003200 and 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, the geotechnical report in Section 003200, 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 Engineer.
- 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 Engineer.

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 and geotechnical data in Section 003200.

H. Unsuitable Material: Do not use the following material for fill or backfill.

1. Frozen, excessively wet, organic, or deleterious material.
2. Material containing rocks or stones larger than 4 inches in any dimension.
3. Material containing debris or waste.
4. Material classified as ML, OL, CL/CH, CH, MH, OH or PT.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine areas and conditions under which earthwork is to be performed. Notify Construction Manager of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Starting of work constitutes acceptance of substrates.

3.2 PROTECTION

- A. Protect reference points, existing structures, sidewalks, paving, curbs, and other improvements to remain against damage during earthwork operations.
- B. Provide shoring, bracing, sheet piling, underpinning and other methods as needed to prevent cave-ins and other unplanned displacement of earth, for safe execution of the work, and for protection of persons and property.
- C. Design and install retention systems for all excavations with slopes greater than 1:1, unless otherwise approved by the Geotechnical Engineer.
- D. Protect bottoms of excavations and soil around and beneath foundations from frost.
- E. Water Removal:

1. Grade around excavations to prevent accumulation of surface runoff.
 2. Provide and operate equipment to keep construction areas free of subsurface, surface, and storm water.
 3. Dispose of water as directed so construction and storage areas, streets, drives, and other surfaces are not flooded.
 4. Contractor shall be responsible for rodding, routing, and flushing clean existing sewers, catch basins, and manholes at no cost to the Owner if erosion from stockpiled excavated materials or unprotected disturbed areas obstructs drainage, at any time during the Work.
- F. Provide barricades and protection required by law for all open excavations occurring as part of this work.
- G. Existing Utilities: REFER TO ADDITIONAL NOTES ON DRAWINGS.
1. Locate and verify existing underground utilities in areas of work before excavating. If utilities are to remain in place, provide adequate protection during earthwork operations.
 2. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the Owner and Construction Manager immediately for direction. Cooperate with the Owner and utility companies in keeping services and facilities in operation. Repair utilities damaged by neglect of Contractor, to the satisfaction of utility owner.
 3. Do not interrupt existing utilities except when permitted in writing and then only after acceptable temporary utility services have been arranged.
 4. Do not remove utilities that must be removed with excavations until they have been properly disconnected and capped.
- H. Erosion Control:
1. Provide silt fences, seeding, and sodding as required to keep all driveways, roads, and sidewalks clean and clear of runoff debris. Refer to additional notes on Drawings.
 2. Periodically replace damaged or disturbed erosion control materials and clean off driveways, roads, and sidewalks with water, as directed by the Construction Manager or Owner.

3.3 EXCAVATION

A. General Excavation:

1. Excavation is unclassified and includes excavation to the elevations shown or

described, regardless of character of materials or obstructions encountered.

2. Conform to elevations, grades, and dimensions shown with a tolerance of plus or minus 0.10 foot.
 3. Do not allow water to accumulate in excavations. Remove water before it causes soil changes detrimental to stability of sub-grades. Provide and maintain pumps, sumps, suction and discharge lines, and other dewatering system components necessary to convey water from excavation. Comply with ODOT 203.04(A).
 4. Unauthorized excavation consists of removal of materials beyond indicated elevations or dimensions without specific direction of Architect or Geotechnical Engineer.
 5. Excavate unsatisfactory soil materials encountered that extend below required elevations to additional depth directed by Geotechnical Engineer. 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 Engineer. Place, grade, and shape stockpiles for proper drainage. Locate and retain material away from edge of excavations. Provide erosion control measures to retain stockpiles. Legally dispose of excess and unsatisfactory excavated materials.
 7. Use of explosives is prohibited.
- B. Stability: Slope sides of excavation to comply with requirements of governing authorities and the following requirements, whichever are more restrictive. Shore and brace where sloping is not performed.
1. Temporary excavation slopes for excavations less than 8 feet in depth in stiff cohesive soils: No greater (steeper) than 1.0 horizontal to 1.0 vertical.
 2. Temporary excavation slopes in granular soils: No greater (steeper) than 1.5 horizontal to 1.0 vertical.
 3. Flatten slopes where top of excavation is surcharged and/or during wet conditions.
 4. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
 5. Provide trench shoring and bracing as required and in accordance with local codes and authorities having jurisdiction.
 6. Excavations to be constantly observed by Contractor for signs of yielding and potential failures or "cave-ins".

3.4 SUBGRADE PREPARATION

- A. Following excavation, prepare subgrade with equipment capable of obtaining compaction densities of 98% maximum dry density, as determined by Standard Proctor Method ASTM D-698.
- B. Prepare subgrade in accordance with geotechnical report in Section 003200.
- C. Undercut any soft or yielding areas as directed by Geotechnical Engineer.

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 Engineer.
- B. Backfill: Backfill excavations as promptly as work permits, but not until completion of the following:
 - 1. Survey of existing utilities or piles 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