



Office of the Vice President for Research

University of Cincinnati
PO Box 210663
Cincinnati, OH 45221-0663

540 University Hall
Phone: (513) 558-0026
Fax: (513) 558-0549

April 22, 2014

Randall J. Meyer
Ohio Inspector General
Office of the Ohio Inspector General
30 East Broad Street
Columbus, Ohio 43215

Re: *University of Cincinnati Response
OIG Report on Investigation of
UC ARRA File ID Number 2012-CA00045*

Dear Inspector General Meyer:

The University of Cincinnati has received the Inspector General's Report of Investigation 2012-CA00045 dated February 27, 2012 ("the Report"). Since receipt of the Report, the University has performed a thorough review and analysis of University actions related to acceptance of federal funds under the American Recovery and Reinvestment Act. Accordingly, and pursuant to your instruction, enclosed please find the University of Cincinnati's response and noted actions upon recommendations in the Report. Also enclosed are two attachments that document published public announcements for two construction projects noted as lacking in the Report.

If you have any questions or concerns, please contact:

Deborah Galloway
Associate Vice President
Research Operations and Management
University of Cincinnati
513-556-5054

Sincerely,

A handwritten signature in black ink, appearing to read 'Santa J. Ono'.

Santa J. Ono, PhD
President

Enclosures

OFFICE OF
INSPECTOR GENERAL
2014 APR 28 AM 11:14



APRIL 22, 2014
UNIVERSITY OF CINCINNATI RESPONSE
OIG REPORT OF INVESTIGATION
UC ARRA FILE ID NUMBER: 2012-CA00045

1) Renovation for Safety and Long-Term Support of Rodent Research.

Job Number 04132D MSB Level R Rodent Research Support
– Funded by the Change Order Method for the ARRA portion

A) Environmental Impact Statement

Issue:

The “grant required the university to prepare an Environmental Impact Statement and/or Environment Analysis and to publicly disclose the project in a newspaper or other publicly available medium to describe its environmental impact. The university provided the Office of the Ohio Inspector General with a copy of the environmental impact review. However, the date and grantee fields were incomplete. Furthermore, the university was unable to produce an official published public announcement that described the project’s environmental impact.”

Response:

The University concurs with the comment “*the data and grantee fields were incomplete*” and will change its procedure to include a second review of environmental impact statements for grants related construction projects. This second review will be performed by Sponsored Research Services (“SRS”). Upon further investigation regarding the published public announcement please see **Attachment A** which is the documentation of the published public announcement.

B) Quarterly Reports

Issue:

“A review determined all quarterly report included each of the required items. However, the university consistently submitted, ‘See Award Description’ in the Quarterly Activities/Project Description field used to detail construction progress on all quarterly reports”

Response:

The University concurs with the above comment and has revised its procedure to strictly adhere to Office of Management and Budget OMB M-10-34.



2) Kettering Lab Renovation to Enhance PHS-supported Environmental Health Research

Job Number 09120 Kettering Lab Renovation;
– Project was bid as an ARRA project

A) Environmental Impact Statement

Issue:

“The university provided the Office of the Ohio Inspector General with a copy of the environmental impact review. However, the university was unable to produce an official published public announcement that described the project’s environmental impact.”

Response:

Upon further investigation regarding the published public announcement please see **Attachment B** which is the documentation of the published public announcement.

B) Quarterly Reports

Issue:

Page 10. *“Again, the university consistently submitted, See Award Description in the Quarterly Activities/Project Description field used to detail construction progress on all quarterly reports.”*

Response:

The University concurs with the above comment and has revised its procedure to ensure compliance with applicable federal Office of Management and Budget (OMB) circulars.

2) Kettering Lab Renovation to Enhance PHS-supported Environmental Health Research, Davis Bacon Act Requirements (Continued).

A) Davis Bacon Act Requirements

Issue:

Exhibit 4. Payroll Register notes wage rates below that stated in determination and no work classification included.

Response:

This job was bid with contract wage and notice language approved by Ohio Department of Administrative Services which did not require the University to verify rates by employee by activity. (**Attachment C**). Going forward, if it receives grants requiring Davis-Bacon Act wage rates, the University will hire an employee or contract with an entity to review and ensure compliance on each such job.

Issue:

Exhibit 5. Payroll Report notes work classifications that could not be determined and reviewed. PDC [Planning, Design, and Construction] does not review the Wage Submittals since it requires knowledge of each worker's actual assignments on a daily basis.

Response:

This job was bid with contract wage and notice language approved by Ohio Department of Administrative Services which did not require the University to verify rates by employee by activity. (**Attachment C**). Going forward, should Davis-Bacon Act wage rates be required on any jobs the University will hire an employee or contract with an entity to review and ensure compliance on each such job.

3) **Renovation of Chemistry Facilities**

Job Number 09133A NSF Grant for Chemistry

– Funded by Change Order Method for the ARRA portion of the work

Issue:

Exhibits 13, 14 and 15. Payroll register and reports are noted to include a work classification wage rate below that stated in the determination.

Resolution:

This job was bid with contract wage and notice language approved by Ohio Department of Administrative Services which did not require the University to verify rates by employee by activity. (**Attachment C**). It should also be noted that one contractor in the Exhibits is a small business whose owners perform the work and are not required to meet the listed wage rates. Going forward, should Davis-Bacon Act wage rates be required on any jobs and the requirement is for verification by the project owner, the University will hire an employee or contract with an entity to review and ensure compliance on each such job.



UNIVERSITY OF CINCINNATI RESPONSE TO RECOMMENDATIONS
OIG REPORT ON INVESTIGATION OF UC ARRA
FILE ID NUMBER: 2012-CA00045

OIG Recommendations:

The Office of the Ohio Inspector General makes the following recommendations and asks the University of Cincinnati to respond within 60 days with a plan detailing how the recommendations will be implemented. The University of Cincinnati should:

- 1) Review its monitoring controls pertaining to grant administration and compliance to ensure required public disclosures are made available to the public and include the required environmental impact information.

Response: **Attachments A and B** provide the documentation necessary to prove adherence to this federal requirement. Therefore no action is required by the University.

- 2) Review its monitoring controls pertaining to project reporting to ensure the information presented in grant-required quarterly reports complies with most current applicable federal Office of Management and Budget (OMB) circulars.

Response: The University has changed its procedure to ensure compliance with OMB Circulars. Going forward, ARRA reporting procedure has been updated to include detailed description of work progress made through the end of the reporting period.

- 3) Review all completed forms required to be submitted as part of the grant agreements to ensure they possess the necessary information and are completed in their entirety.

Response: The University will provide additional oversight on future construction projects funded by the federal government to ensure completeness of forms required. Going forward, every researcher report for each project will be reviewed by the project manager to ensure completeness. SRS grant administrator will review the forms for completeness prior to the submission to the federal government.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Santa J. Ono', written over a horizontal line.

Santa J. Ono, PhD
President

EXHIBIT A

Douglas, Dee (dougladb)

From: Galloway, Deborah (gallowdj)
Sent: Wednesday, February 10, 2010 3:34 PM
To: Douglas, Dee (dougladb)
Subject: FW: ad to run for UC

*Public
Notice*

Debi Galloway
Associate Vice President for Research
University of Cincinnati

From: Galloway, Deborah (gallowdj)
Sent: Wednesday, February 10, 2010 2:57 PM
To: 'legalads@enquirer.com'
Subject: ad to run for UC

Please run the following ad for one day (next available) in the Enquirer newspaper. Please provide a receipt by return email.

Notice is hereby given that the University of Cincinnati proposes partial renovation (23,000 gross square feet) to the existing Medical Sciences Building (MSB), located at 231 Albert Sabin Way, Cincinnati, Ohio 45267. This project uses sustainable design concepts and will increase water and energy efficiency of the MSB facility, reduce allergens and improve security. This project is partially supported by federal funds.

The University has evaluated the environmental and community impact of the proposed construction. There will be construction noise and increased construction traffic during the construction period. No significant permanent environmental impacts are foreseen. All building permits will be obtained. In accordance with Executive Order 11514 (March 5, 1970), which implements the National Environmental Policy Act of 1969, as amended, any individual or group may comment on, or request information concerning, the environmental implications of the proposed project. Communications should be addressed to the Office of the University Architect, University of Cincinnati, and must be received by March 12, 2010. The Federal grant application may be reviewed at the University of Cincinnati, Office of the Sponsored Research Services, 530 University Hall, 51 Goodman Ave Cincinnati, Ohio, 45221 during normal business hours.

Deborah Galloway, Associate Vice President for Research
University of Cincinnati
540 University Hall
Cincinnati, OH 45221-0222
ph. 513-556-5054 fax 513-556-4346

Email address is gallowdj@uc.edu

Meeting requests to cheryl.richards@uc.edu

To Place a Legal Ad Call 513-768-8184

THE ENQUIRER



Order Confirmation: Ad# 1001538898

372222
UC *****
PO BOX 212000
CINCINNATI OH 45221-0001 USA

Sales Rep.
kijones

Order Taker
kijones

Ordered By
Deborah Galloway

PO Number
Med. Science Bldg.

Customer Fax

513-556-8772

Customer EMail
gallowdj@uc.edu

Invoice Text

972627_1

Total Amount
\$337.18

Payment Method

Ad Size
1.0 X 82 LI

Color
<NONE>

Amount Due
\$337.18

Payment Amount
\$0.00

Pick Up

Sort Text
2010-02-10 16:53:15

Materials
Affidavit Government(1.0 X \$10.00)

Product	Placement/Classification	Start Date	# Inserts
Classified Mon-Tues::	Legal 0075-Legal Advertising	2/13/2010	1
Cincinnati.com::	Legal 0075-Legal Advertising	2/13/2010	1

Cin-Enquirer

To Place a Legal Ad Call 513-768-8184

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LEGAL NOTICE

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972627/1001538898

EXHIBIT B



Sponsored Research Services

University of Cincinnati
PO Box 0222
Cincinnati, OH 45221-0222

Suite 530
University Hall

December 11, 2009

Dr. Willie D. McCullough
Division of Research Infrastructure
National Center for Research Resources
National Institutes of Health/DHHS
6701 Democracy Blvd., Room 940
Bethesda, MD 20892-4874

Dear Dr. McCullough:

This letter is to inform NCRR that we have made a public disclosure as outlined in the Program Announcement RFA-RR-09-008 - NCRR Recovery Act Construction Support, and required by Section 102 of the National Environmental Policy Act (NEPA) of 1969 and by Federal Executive Order 11514 of our proposed project to renovate 13,265 gross square feet of Department of Environmental Health, University of Cincinnati's research space located on the 3rd floor of Kehoe wing and the Atrium of Kettering Laboratory, which is detailed in application 1C06RR02863-01.

The following public disclosure was published in the Cincinnati Enquirer on 12/10/09, which has the largest circulation base of all tri-state newspapers. All communications received within a thirty (30) day period regarding this disclosure will be kept on file with the Medical Center for the first twelve (12) months of the award.

Public Disclosure is as follows:

"Notice is hereby given that the University of Cincinnati Medical Center proposes to renovate existing space within our facilities partially utilizing Federal funds. The proposed project will renovate the 3rd floor Kehoe wing of Kettering Laboratory (8,910 gross square feet), and transform the under-utilized atrium into useful interdisciplinary research space (4,355 gross square feet). The Kettering Laboratory is located at 160 Panzeka Way, Cincinnati, Ohio.

Since this renovation will be located within the existing facility, the University of Cincinnati has evaluated that there will be no increased construction noise or traffic to the area during the renovation period. No significant environmental impacts are foreseen. All building permits will be obtained.

In accordance with Federal Executive Order 11514, which implements the NEPA of 1969, any individual or group may comment on, or request information concerning the environmental implications of the proposed project. Communications should be addressed to the Office of Sponsored Programs, University of Cincinnati Medical Center, and be received by January 12, 2010. The Federal grant application may be reviewed at the Office of Sponsored Programs, Suite 530 University Hall during the hours of 9:00 am to 5 pm, Monday through Friday excluding any University holidays".

Sincerely,

A handwritten signature in cursive script that reads "Heather P. Shuman for M. Ucci".

Mary Ucci
Director, Office of Sponsored Programs
University of Cincinnati

To Place a Legal Ad Call 513-768-8184

THE ENQUIRER



Order Confirmation: Ad# 1001525109

372222
UC *****
PO BOX 212000
CINCINNATI OH 45221-0001 USA

513-556-6772

Sales Rep.
rhyde

Order Taker
rhyde

Ordered By
Theresa Pyles

PO Number
Medical Center

Customer Fax

Customer EMail
zondra.hall@uc.edu

Invoice Text

921647

Ad Size
1.0 X 81 LI

Pick Up

Color
<NONE>

Sort Text
2009-12-08 10:02:04

Total Amount
\$323.19

Amount Due
\$323.19

Materials

Payment Method

Payment Amount
\$0.00

Product	Placement/Classification	Start Date	# Inserts
Classified Mon-Tues:: Legal	0075-Legal Advertising	12/10/2009	1
Cincinnati.com:: Legal	0075-Legal Advertising	12/10/2009	1

To Place a Legal Ad Call 513-768-8184

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PUBLIC NOTICE

Notice is hereby given that the University of Cincinnati Medical Center proposes to renovate existing space within our facilities partially utilizing Federal funds. The proposed project will renovate the 3rd floor Kehoe wing of Kettering Laboratory (8,910 gross square feet), and transform the under-utilized atrium into useful interdisciplinary research space (4,355 gross square feet). The Kettering Laboratory is located at 160 Panzeka Way, Cincinnati, Ohio. Since this renovation will be located within the existing facility, the University of Cincinnati has evaluated that there will be no increased construction noise or traffic to the area during the renovation period. No significant environmental impacts are foreseen. All building permits will be obtained. In accordance with Federal Executive Order 11514, which implements the NEPA of 1969, any individual or group may comment on, or request information concerning the environmental implications of the proposed project. Communications should be addressed to the Office of Sponsored Programs, University of Cincinnati Medical Center, and be received by January 12, 2010. The Federal grant application may be reviewed at the Office of Sponsored Programs, Suite 530 University Hall during the hours of 9:00 am to 5 pm, Monday through Friday excluding any University holidays.

EXHIBIT C

Document 00 73 43.50 - Wage Rate Requirements
State of Ohio Standard Requirements
for Public Facility Construction



PREVAILING WAGE RATES (Federal Funded Project)

1.1 Payment of Prevailing Wage Rates

1.1.1 The Contractor shall pay the prevailing wage rates of the Project locality, as issued by the U.S. Secretary of Labor to laborers and mechanics performing Work on the Project in accordance with the Davis-Bacon Act, 40 United States Code Section 3141 and following.

1.1.2 The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of the Davis-Bacon Act, 40 United States Code Section 3141 and following.

1.1.3 If the Contractor or its Subcontractors fail to comply with the Davis-Bacon Act, 40 United States Code Section 3141 and following, the Contracting Authority may withhold payment pursuant to Article 9.6 of the General Conditions. The Contractor is liable for violations committed by the Contractor or its Subcontractors.

1.1.4 The Contractor shall submit all payroll reports in compliance with the requirements of paragraph 1.4 for all of the employees of the Contractor and of the Contractor's Subcontractors.

1.1.5 By executing a Contract, the Contractor certifies that it based its Bid upon the prevailing rates of wages as ascertained by the U.S. Secretary of Labor for the Project, pursuant to the Davis-Bacon Act, 40 United States Code Section 3141 and following, which are inserted at the end of this Document.

1.2 Prevailing Wage Rate Revisions

1.2.1 The Contracting Authority shall, within 7 business days after receipt of a notice of a change in the prevailing wage rates, notify the Contractor of the change. The prevailing wage rates are available at the Department of Labor web site: <http://www.dol.gov/WHD/>.

1.2.2 The Contractor shall pay any revised wage rates issued during the term of the Contract.

1.3 Payroll Schedule

1.3.1 Within 10 days of the date of the Notice to Proceed, the Contractor shall provide the Contracting Authority's Prevailing Wage Coordinator a schedule of dates during the term of the Contract on which wages shall be paid to employees for the Project.

1.4 Payroll Reports

1.4.1 The Contractor shall submit payroll reports with each Contractor Payment Request, which reports shall be certified by the Contractor that the payroll is correct and complete and the wage rates shown are not less than those required by the Contract. The Contractor is responsible for submitting all payroll reports of its Subcontractors.

1.4.1.1 Each payroll report shall indicate the period covered and include a list containing the name and a unique identification number such as the last four digits of the social security number for each employee of the Contractor and its Subcontractors paid for the Work.

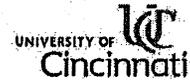
1.4.1.2 Each payroll report shall list the number of hours each employee worked each day on the Project during the reporting period, the total hours each week on the Project, the employee's hourly rate of pay, job classification, hourly rate of fringe benefits, and all deductions from wages and net pay.

1.4.1.3 Each payroll report shall list each fringe benefit and state if it is paid as cash to the employee or to a named plan.

1.4.1.4 The Contractor and its Subcontractors shall submit apprenticeship agreements for all apprentices utilized on the Project.

END OF DOCUMENT

Document 00 73 00 - Supplementary Conditions
State of Ohio Standard Requirements
for Public Facility Construction



American Recovery and Reinvestment Act (ARRA) Funded Project

Certifications

These Supplementary Conditions amend and supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions not amended remain in full force and effect. The terms in these Supplementary Conditions defined in the Contracting Definitions or the General Conditions shall have the meanings assigned to them in those documents.

These Supplementary Conditions are authorized for use on the University of Cincinnati's Projects receiving federal funding through the American Recovery and Reinvestment Act (ARRA) by the Ohio Department of Administrative Services:

By: Robert Blair Date: 01-27-2011
Robert Blair, Director
Ohio Department of Administrative Services

Owner

Board of Trustees of the University of Cincinnati
(pursuant to Section 3361.04 of the Ohio Revised Code)

Contracting Authority

University of Cincinnati
Division of Administration and Finance
Facilities and Construction Services
University Hall, 6th Floor
51 Goodman Drive
P.O. Box 210186
Cincinnati, Ohio 45221-0186
513.556.5200 phone
513.556.4885 fax
<http://www.uc.edu/cfo/>

Institutional Designee

Mary Beth McGrew
Associate Vice President
University Architect

MODIFICATIONS TO GENERAL CONDITIONS

Delete paragraphs 1.2.5.1, .2, .3, and .4 in their entirety and substitute the following language:

1.2.5.1 The Contractor shall comply with the Davis-Bacon Act prevailing wage requirements described in 40 United States Code Section 3141 and following; as supplemented by regulations found in 29 Code of Federal Regulations Part 5.

1.2.5.2 The Contractor shall pay to laborers and mechanics performing work on the Project the prevailing wage rates of the Project locality, as determined by the U.S. Secretary of Labor.

1.2.5.3 The Contractor shall post in a prominent place readily accessible by all workers on the Site, a legible listing of the current classifications of laborers, workers and mechanics employed under this Contract. The Contractor shall ensure that the rates posted are current and remain posted in legible conditions during the period of this Contract.

1.2.5.4 The Contractor shall not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by applicable law. The Contractor may access the U.S. Department of Labor, Wage and Hour Division at its website: <http://www.dol.gov/WHD/index.htm> to obtain current wage rates.

Replace subparagraph 1.10.3 with the following:

1.10.3 In addition to OBWC-approved DFSP Basic requirements, the Owner requires that each Contractor and Subcontractor, that provides labor on the Site to perform random drug testing of 10 percent of the average annual workforce for all Owner's construction projects. The random drug testing percentage shall also include the on-site supervisors of the Contractors and Subcontractors. Basic random drug testing shall otherwise comply with the same testing guidelines and criteria as required for OBWC-approved Advanced testing. The Contractor and Subcontractor shall provide evidence of required testing to the Owner upon request.

Insert subparagraphs 1.10.4, 1.10.4.1, and 1.10.4.2 as follows:

1.10.4 The Owner has adopted the Construction Owners of the Tri-State ("COATS") Substance Abuse and Drug Testing Policy. In addition to the requirements set forth in paragraph 1.10, the Contractor shall comply, and shall require their Subcontractors to comply with the COATS policy.

1.10.4.1 A COATS program folder and enrollment form may be obtained from the Owner's program administrator, Midwest Toxicology Services Inc., by calling 800-358-8450 or logging on to their Web site at <http://www.midwesttoxicology.com/>.

1.10.4.2 Any worker or on-site supervisor that is found to be non-compliant with the requirements of the COATS policy shall be removed from the Owner's property.

Insert subparagraph 2.1.4.2 as follows:

2.1.4.2 The Contractor shall comply with the Owner's written procedures for underground and concealed utility identification, which may be obtained through the Project Manager. A dig permit, initiated by the Contractor, must be authorized by the Project Manager prior to digging, stake driving, or excavation activity performed by the Contractor.

Insert subparagraph 2.1.9 as follows:

2.1.9 Soil testing information and data is not available for this Project. In lieu of performing independent testing of the spoil material from the Site, the Contractor shall select disposal sites that do not require testing.

Insert subparagraph 2.3.5 as follows:

2.3.5 The Contractor shall manage language barriers that may exist with the Contractor's workforce, including Subcontractors at any tier, to ensure effective communication.

Insert subparagraph 2.4.2.1 as follows:

2.4.2.1 If campus vehicular or pedestrian circulation is disrupted or altered at any time during the performance of the Work, the Contractor shall provide traffic and pedestrian controls necessary to ensure the health and welfare of the public.

Insert subparagraph 2.5.8 as follows:

2.5.8 The Contractor shall clean and restore storage areas on the Owner's property, established with the prior written consent of the Project Manager and not in direct proximity to the Work, to their original condition at completion of the Work.

Insert subparagraph 2.6.4.1 as follows:

2.6.4.1 Use of tobacco products is permitted only on West and Branch Campus outdoor construction sites with a designated and fenced construction zone and no closer than 25 feet from building entrances or air intake vents.

Insert subparagraphs 2.7.3.3 and 2.7.3.4 as follows:

2.7.3.3 The Contractor's workers shall attend an Owner's Safety Orientation meeting. Each worker will receive a sticker that must be affixed to their hard hat signifying their compliance with the COATS program and that they attended the safety orientation. The Contractor shall contact the Project Manager to schedule the orientation meeting.

2.7.3.4 For renovation Projects, the Contractor's workers shall have lead and asbestos awareness training to mitigate the chance of disturbing a potentially hazardous material that may be encountered during the course of the Work.

Insert subparagraph 2.7.4.3 as follows:

2.7.4.3 The Owner reserves the right to refuse to allow any material it considers a fire or safety hazard to be stored on the Owner's property.

Insert subparagraph 2.7.7 as follows:

2.7.7 The Contractor shall assure compliance with Contract Work Hours and Safety Standards Act (40 United States Code Section 3701 and following), as supplemented by Department of Labor regulations at 29 Code of Federal Regulations Part 5.

Replace subparagraph 2.9.1.2 with the following:

2.9.1.2 The Contractor shall schedule and attend all intermediate and final inspections required for any permit applicable to the Work. The Contractor shall schedule the State Fire Marshal and local fire authority for life safety inspections through the Owner's Office of Public Safety, Fire Prevention Unit, Fire Safety Inspector (513) 556-4992, at least 5 business days prior to the desired date of inspection. The Contractor shall give the A/E, and the Owner reasonable notice of the dates and times arranged for inspections.

Replace subparagraph 2.10.1 with the following:

2.10.1 Unless otherwise specified in the Contract Documents, the Owner shall apply for, secure, and pay for the costs of structural testing and special inspections under Chapter 17 of the Ohio Building Code; testing including geotechnical analysis, environmental testing and analysis, concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing; or approval required by Applicable Law.

Insert subparagraph 2.10.1.1 as follows:

2.10.1.1 The Contractor shall schedule and coordinate the testing and inspection services directly with the Owner's testing and inspection agency.

University of Cincinnati

Insert subparagraph 2.11.4.2 as follows:

2.11.4.2 The Contractor shall not use the Owner's trash receptacles, dumpsters, sewers, and storm drains for disposal of construction debris, waste, or rubbish without the prior written approval of the Project Manager.

Replace subparagraph 2.11.6 with the following:

2.11.6 The Contractor shall remove and legally dispose of excavated material and spoil to an authorized off-site location.

Insert subparagraph 2.11.6.2 as follows:

2.11.6.2 Soil testing data is not available for this Project. In lieu of performing independent testing of excavated material and spoil, the Contractor shall select disposal sites that do not require testing.

Insert subparagraph 2.11.7 as follows:

2.11.7 The Lead Contractor shall maintain surrounding streets and roads utilized for construction traffic, clean and free from Project-related mud, dirt, and debris. If the Lead Contractor fails to do so, the Owner may invoke the provisions of subparagraph 2.11.5.

Insert subparagraph 2.13.2.1 as follows:

2.13.2.1 The Contractor shall provide written notice to the A/E and the Project Manager at least 2 weeks prior to a major utility shutdown.

Insert subparagraph 2.15.3 as follows:

2.15.3 The Contractor shall provide the A/E and the Owner with a 24-hour emergency contact name and phone number.

Replace subparagraph 2.16.2 with the following:

2.16.2 The Contractor shall permit the A/E, the Owner, and the Commissioning Agent ("CxA") if applicable, access to commission performance based equipment, fixtures, and/or systems (e.g., HVAC, Fire Protection, smoke evacuation, fume hoods, emergency power, etc.), prior to Final Acceptance, or Partial Occupancy if applicable.

Insert subparagraph 2.16.2.1 as follows:

2.16.2.1 The A/E, the Owner, and the Commissioning Agent ("CxA") if applicable, shall obtain prior written approval from the Contractor responsible for the equipment, fixtures, and/or systems, for commissioning access and related activities, which approval shall not be unreasonably withheld.

Insert subparagraph 3.2.3 as follows:

3.2.3 In the event of a conflict between a term contained in the applicable federal grant requirements found in 44 Code of Federal Regulations Part 13 and any other term of the contracting definitions or General Conditions, the terms shall be construed so that effect is given to both terms whenever possible. If the conflict between the terms is irreconcilable, the more strict term shall govern. Terms shall be interpreted as specified in this Article of the General Conditions..

Replace subparagraph 5.1.5.2 with the following:

5.1.5.2 For projects that are locally administered, the Contractor shall utilize forms available from the Owner's website at <http://www.uc.edu/architect/documents/forms/table.asp> or from the Project Manager.

The Owner reserves the right to make modifications to its policies, procedures, and forms at any time. Contractors are prohibited from modifying or annotating the forms.

Insert subparagraphs 7.6.4.1 and 7.6.4.2 as follows:

7.6.4.1 The Contractor shall submit detailed backup information, including time sheets signed by the A/E or the Project Manager for Work performed under a time and material or cost plus fee basis, to support and verify the actual costs of the Contractor, and Subcontractors and Material Suppliers at any tier.

7.6.4.2 Before submission of any pricing related to Contract Modifications, the Contractor shall submit to the A/E and the Project Manager, for their approval, a labor hourly rate breakdown for each labor classification associated with their Contract. Once approved, the total hourly rates and fringes, exclusive of overhead and profit, shall be used in all cost determinations, unless a valid and documented rate change is presented by the Contractor.

Revise subparagraph 7.6.5.1, 7.6.5.2, and 7.6.5.3 to read as follows:

7.6.5.1 All field labor shall be priced at the current base rate, excluding fringe benefits, not less than the federal Davis-Bacon Act prevailing wage in the Project locality.

7.6.5.2 Fringe benefit credit for labor provided under 7.6.5.1 is only allowable for prevailing wage fringe benefits pursuant to the Davis-Bacon Act, including but not limited to, health and welfare, vacation, apprenticeship, training and certain types of pension plans. The parties shall refer to the Davis-Bacon Act policy on which benefits are granted fringe benefit credit. Each fringe benefit for which credit is requested shall be calculated on an hourly basis and listed as a separate line item. The Contractor shall submit documentation supporting the calculation of the amounts for each fringe benefit for each worker classification, including labor provided by Subcontractors.

7.6.5.3 Allowable payroll expenses including payroll taxes as well as other benefits that are required by applicable law, such as federal and state Unemployment and Workers' Compensation shall each be a separate line item and shall not be credited for compliance with the Davis Bacon Act, unless otherwise allowed therein.

Revise subparagraph 7.6.5.7.2 to read as follows:

- .2** An exception is allowed for shop or engineering labor on items in paragraph 7.6.5.7.1, which shall not be subject to Davis-Bacon Act prevailing wage rates for steel fabricators, sheet metal fabricators, and sprinkler system fabricators performing offsite work.

Revise subparagraph 7.8.1 to read as follows:

7.8.1 The Contracting Authority, the Owner, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives may examine all books, records, documents and other data of the Contractor and the Contractor's Subcontractors and Material Suppliers related to the bidding, pricing or performance of the Work for the purpose of evaluating any Proposal or Claim.

Revise subparagraph 7.8.3 to read as follows:

7.8.3 To the extent that the Contractor, Subcontractor or Material Supplier, as applicable, informs the Contracting Authority, the Owner, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives in writing that any documents provided to the Contracting Authority, the Owner, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives are trade secrets, the Contracting Authority, the Owner, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives shall treat these documents, to the extent permitted by law, as trade secrets of the Contractor, Subcontractor or Material Supplier.

University of Cincinnati

Revise subparagraph 7.8.3.1 to read as follows:

7.8.3.1 If a dispute arises with any other Person about whether that Person should be given access to the documents, the Contractor, Subcontractor or Material Supplier as applicable, shall indemnify the Contracting Authority, the Owner, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives against all costs, expenses, and damages, including but not limited to attorney fees, incurred or paid by reason of that dispute.

Revise subparagraph 7.8.5 to read as follows:

7.8.5 If the Contract has been terminated, in whole or in part, the records relating to the Work terminated shall be made available to the Contracting Authority, the Owner, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives for a period of 3 years from the date of any applicable final settlement or payment, as applicable.

Replace subparagraph 9.2.1.3 with the following:

9.2.1.3 The Contractor shall send certified payroll reports for the relevant period of each Contractor Payment Request to the Owner's Office of Contract Compliance, P.O. Box 210167, Cincinnati, Ohio 45221-0167. The Contractor shall attach a copy of the transmittal to each Contractor Payment Request. See Document 00 73 43 - "Wage Rate Requirements."

Insert subparagraph 9.5.1.1 as follows:

9.5.1.1 The Contractor agrees that funds required to be placed in an escrow account, including but not limited to Retainage and funds withheld pursuant to a Claim Affidavit, will be deposited in an escrow account with PNC Bank, Cincinnati, Ohio in accordance with the terms and conditions provided in an escrow agreement signed by the Contractor, the Owner, and PNC Bank, Cincinnati, Ohio.

Insert subparagraph 9.6.2.5 as follows:

9.5.1.1 Failure to comply with Applicable Law, including but not limited to, the requirements of the Davis-Bacon Act and related federal laws and regulations;

Insert subparagraph 9.7.1.1 as follows:

9.7.1.1 The Contractor and each of its Subcontractors, regardless of tier, shall execute a Payment Release Affidavit to certify that the Contractor and each of its Subcontractors, have complied with all requirements of the Davis-Bacon Act and related federal laws and regulations and to certify that all Subcontractors and Material Suppliers have been paid in full for all Work performed or materials furnished for the project.

Insert subparagraph 10.1.4 as follows:

10.1.4 The Contractor shall replace all permanent and disposable HVAC filters at Final Acceptance, or Partial Occupancy if applicable, in addition to any extra materials, spare parts, or "attic stock" provisions in the specifications.

Insert subparagraph 10.5.1.10 as follows:

10.5.1.10 An affidavit to certify that the Contractor and each of its Subcontractors have complied with all requirements of the Davis-Bacon Act and related federal laws and regulations.

Insert subparagraphs 10.5.1.11 and 10.5.1.12 as follows:

10.5.1.11 A complete list of Subcontractors identified by scope of work and including contact information.

10.5.1.12 A complete list of Material Suppliers referencing the names and/or number of the product supplied and contact information for local and/or national dealers and representatives for the product.

Insert Article 15 with associated paragraphs and subparagraphs as follows in its entirety:

ARTICLE 15 - MISCELLANEOUS SUPPLEMENTARY CONDITIONS

15.1 Parking

15.1.1 On-site parking for Contractor personnel will not be permitted within construction limits.

15.1.2 All Contractor vehicles are subject to the Owner's Parking and Traffic Regulations. Contractors who desire to park on the Owner's property may purchase decals, if available, from the Owner's Parking Services.

15.2 False Fire Alarms

15.2.1 The Contractor shall be charged a minimum of \$500, or actual cost if greater, for each false fire alarm answered by the Owner's Fire Safety Department and the local fire department.

15.3 Personal Conduct

15.3.1 Threatening, intimidating, coercive, or other unsafe or disruptive behavior and horseplay is prohibited on the Owner's property. Sexual harassment of any kind is strictly prohibited.

15.3.1.1 The Owner may require the immediate removal of any employee of the Contractor and its Subcontractors or Material Suppliers believed to have engaged in such behavior.

15.4 Lobbying

15.4.1 The Contractor covenants and agrees that it will not expend any funds, including funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any State or Federal agency or institution, a Member of Congress, or a Member of the Ohio General Assembly in connection with any of the following covered State actions: the awarding of any State contract; the making of any State grant; the making of any State loan; the entering into of any Agreement; and, the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or Agreement.

15.4.2 The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the Contractor agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

15.5 Environmental Protection

15.5.1 The Contractor covenants and agrees that its performance under this Agreement shall comply with the requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued there under; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and Recovery Act (RCRA); and with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. Seq.) and Clean Water Act (33 U.S.C. 1251, et. Seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32; to identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et. seq.); and any applicable Federal, State or Local environmental regulation.

15.5.2 The Contractor shall ensure that no facility used in its performance under this is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15.5 without the concurrence of NGB. The Contractor shall notify the Owner of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this Agreement is under consideration for listing on the EPA list of violating facilities.

15.5.3 For the purposes of this section, the Owner agrees that the Contractor's obligations in paragraphs 15.5.1 and 15.5.2 of this section above shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this Agreement, that is currently or becomes, listed as a violating facility, on the effective date of this Agreement, pursuant to 40 CFR Part 15.5; nor, shall the listing be the basis for the Owner's termination for cause of this Agreement or for the Owner's disallowance of any cost otherwise allowable under this Agreement. Subject to the availability of funds, the Contractor and the Owner agree to cooperate and remediate, as expeditiously as possible, any facility the operation and maintenance of which is within the scope of this Agreement, the condition giving rise to the listing of any such facility as a violating facility according to applicable statutes, regulations, or other Agreements.

15.6 Use of United States Flag Carriers

15.6.1 The Contractor covenants and agrees that travel supported by U.S. Government funds under this Agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

15.6.2 The Contractor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

15.7 Debarment and Suspension

15.7.1 The Contractor covenants and agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the DoD in 2 CFR part 1125. The Grantee agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Grantee enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR part 1125.

15.8 Required Use of American Iron, Steel, and Manufactured Goods -Section 1605 of the American Recovery and Reinvestment Act of 2009 -Construction Materials

15.8.1 Definitions. As used in this award term and condition:

15.8.1.1 "**Building or work**" means construction, maintenance, alteration, or repair. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not "building" or "work" within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

15.8.1.2 "Construction material" means an article, material, or supply brought to the construction site by the recipient, subrecipient or a Subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

15.8.1.3 "Domestic construction material" means:

- .1 An unmanufactured construction material mined or produced in the United States; or
- .2 A construction material manufactured in the United States.

15.8.1.4 "Foreign construction material" means a construction material other than a domestic construction material.

15.8.1.5 "Manufactured good or product" means a good or product used as construction material in a project that is the result of processing materials by way of machinery and/or labor that produce a substantially different article. Where the basic character, function, or kind of material processed remains the same, it is not manufactured.

15.8.1.6 "Manufactured construction material" means any construction material that is not unmanufactured construction material.

15.8.1.7 "Public building or public work" means building or work, the construction, alteration, maintenance, or repair of which, as defined in this award term, is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

15.8.1.8 "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

15.8.1.9 "Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been:

- .1 Processed into a specific form and shape; or
- .2 Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

15.8.1.10 "United States" means the 50 States, the District of Columbia, and outlying areas including:

- .1 Commonwealths: (i) Puerto Rico, (ii) The Northern Mariana Islands;
- .2 Territories: (i) American Samoa, (ii) Guam, (iii) U.S. Virgin Islands;
- .3 Minor outlying islands: (i) Baker Island, (ii) Howland Island, (iii) Jarvis Island, (iv) Johnston Atoll, (v) Kingman Reef, (vi) Midway Islands, (vii) Navassa Island, (viii) Palmyra Atoll, (ix) Wake Atoll.

15.8.2 This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act)(Pub. L. 111-5), by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States.

15.8.3 The Contractor shall use only domestic construction material in performing this project, except as provided in paragraph 15.8.4 and 15.8.5 of this term and condition.

15.8.4 This requirement does not apply to the construction material or components listed by the Federal Government as follows:

_____ NONE _____

15.8.5 The Owner may add other foreign construction material to the list in paragraph 15.8.4 of this term and condition if the Owner determines that:

15.8.5.1 The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

15.8.5.2 The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

15.8.5.3 The application of the restriction of section 1605 of the Recovery Act to a particular construction material would be inconsistent with the public interest.

15.8.6 Request for determination of inapplicability of Section 1605 of the Recovery Act

15.8.6.1 Any recipient request to use foreign construction material in accordance with paragraph 15.8.5 of this clause shall include adequate information for Federal Government evaluation of the request, including:

- .1 A description of the foreign and domestic construction materials;
- .2 Unit of measure;
- .3 Quantity;
- .4 Price;
- .5 Time of delivery or availability;
- .6 Location of the construction project;
- .7 Name and address of the proposed supplier; and
- .8 A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph 15.8.5 of this clause.

15.8.6.2 A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format provided by the owner.

15.8.6.3 The price of construction material shall include all delivery costs to the construction site and any applicable duty.

15.8.6.4 Any recipient request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

15.8.7 If the Federal Government, after submission through the State, determines after award that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign construction material. When the basis of the exception is non-availability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

15.8.8 Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

15.9 Uniform Relocation Assistance and Real Property Acquisition Policies

15.9.1 The Contractor covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42U.S.C. Section 4601 et seq.).

15.10 Copeland "Anti-Kickback" Act

15.10.1 The Contractor covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this Agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

15.11 Contract Work Hours and Safety Standards Act

15.11.1 The Contractor covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this Agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this Agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

15.12 National Historic Preservation

15.12.1 The Contractor agrees to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR Part 800 and Executive Order 11593 (3 CFR, 1971-1975 Comp., p. 559).

15.13 Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009

15.13.1 Section 1606 of the Recovery Act requires that all laborers and mechanics employed by Contractors and Subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

15.14 Reporting and Registration Requirement under Section 1512 of the American Recovery and Reinvestment Act of 2009, Public Law 111-5

15.14.1 This award requires the Contractor to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

15.14.2 The Contractor shall comply with all reporting requirements outlined in Section 1512 of ARRA including a quarterly report detailing the following:

15.14.2.1 The amount of ARRA funds received,

15.14.2.2 The amount of ARRA funds expended or obligated,

15.14.2.3 Detailed list of all projects or activities for which the ARRA funds were expended,

15.14.2.4 An estimate of the number of jobs created and the number of jobs retained by the project or activity,

15.14.2.5 Detailed Subcontract information.

15.14.3 In addition, the Contractor shall provide the Contractor's unique nine-digit number issued by Dunn and Bradstreet (DUNS Number)

15.14.4 The Contractor shall provide information and complete any forms requested by the Owner pursuant to the ARRA reporting requirements.

15.15 Whistleblower Protection

15.15.1 Pursuant to Section 1553 of ARRA, the Contractor and all Subcontractors are prohibited from discharging, demoting, or otherwise discriminating against any Consultant or Subcontractor employee as a reprisal for disclosing the following information that the employee reasonably believes is evidence of:

15.15.1.1 gross mismanagement of the contract relating to funds for the Project;

15.15.1.2 gross waste of ARRA funds;

15.15.1.3 substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;

15.15.1.4 an abuse of authority related to the implementation of or use of ARRA funds; or

15.15.1.5 a violation of law, rule, or regulation related to the contract (including the competition for or negotiation of the contract) relating to ARRA funds.

15.15.2 The Contractor agrees to refer to the National Institutes of Health, Office of Management Assessment, Division of Program Integrity all complaints alleging a violation of the terms in paragraph 15.15.1. The Division may be reached at the following:

National Institutes of Health
Office of Management Assessment
Division of Program Integrity
6011 Executive Blvd, Suite 601
Rockville, Maryland 20892
(301) 496-5586
Fax: (301) 480-1204

15.15.3 The Contractor and Subcontractors receiving ARRA funds shall post notice of employee rights as described above in conspicuous locations with other required employee rights information.

15.16 Accessibility to Records and Project Sites

15.16.1 Pursuant to Section 902 and Section 1515(a) of ARRA, the Comptroller General and Inspector General of the United States respectively, and their representatives, have the authority to:

15.16.1.1 Examine any records of the Contractor or any of the Subcontractors, or any State or local agency administering such contract that directly pertains to, and involve transactions relating to, the contract or subcontract; and

15.16.1.2 Interview any officer or employee of the Contractor or any of the Subcontractors, or of any State or local agency or institution administering the contract, regarding such transactions; and

15.16.1.3 Designate a time and place to examine those records and interview those officers and employees described above.

15.16.2 The Contractor shall include **verbatim** in all of the Contractor's agreements with its Subcontractors from whom the Contractor acquires goods or services in its execution of the ARRA funded Work, the language provided in parts 15.16.1 of this Section.

15.17 Job Postings

15.17.1 The Contractor shall post all jobs created resulting from the award of the contract and the use of ARRA funds and all jobs retained resulting from the award of the contract and the use of ARRA funds on www.ohiomeansjobs.com, and on <http://jfs.ohio.gov/owd/wia/wiamap.stm>.

15.17.1.1 For purposes of this contract, and as defined by the Federal Office of Management and Budget, "jobs created" are those positions created and filled, or previously existing unfilled positions that are retained as a result of ARRA funding.

15.17.1.2 For the purposes of this contract, "jobs retained" are those previously existing filled positions that are retained as a result of ARRA funding..

END OF DOCUMENT

Document 00 22 00 - Supplementary Instructions
State of Ohio Standard Requirements
for Public Facility Construction



American Recovery and Reinvestment Act (ARRA) Funded Project

Certifications

These Supplementary Instructions amend and supplement the Instructions to Bidders and other provisions of the Contract Documents as indicated below. All provisions not amended remain in full force and effect. The terms in these Supplementary Instructions defined in the Contracting Definitions or the Instructions to Bidders shall have the meanings assigned to them in those documents.

These Supplementary Instructions are authorized for use on the University of Cincinnati's Projects receiving federal funding through the American Recovery and Reinvestment Act (ARRA) by the Ohio Department of Administrative Services:

By: Robert Blair Date: 01-27-11
Robert Blair, *Director*
Ohio Department of Administrative Services

Owner

Board of Trustees of the University of Cincinnati
(pursuant to Section 3361.04 of the Ohio Revised Code)

Contracting Authority

University of Cincinnati
Division of Administration and Finance
Facilities and Construction Services
University Hall, 6th Floor
51 Goodman Drive
P.O. Box 210186
Cincinnati, Ohio 45221-0186
513.556.5200 phone
513.556.4885 fax
<http://www.uc.edu/cfo/>

MODIFICATIONS TO INSTRUCTIONS TO BIDDERS

Insert subparagraph 2.1.1.1 as follows:

2.1.1.1 Bid packages consisting of the Owner's "Price Inquiry" document, Contract Documents, and gray proposal envelope shall be purchased from the Owner's printing term contractor. Bid packages are not available from the Owner's Central Purchasing Department for review or purchase.

Replace subparagraph 2.3.1.2 with the following:

2.3.1.2 The A/E shall respond to RFIs received more than 10 days before the bid opening.

Insert subparagraph 2.10.2.1 as follows:

2.10.2.1 The apparent low Bidder shall deliver a valid and appropriate Power of Attorney to the Owner within 3 days of request.

University of Cincinnati

Revise subparagraph 2.10.3.5 as follows:

2.10.3.5 A complete listing of any federal Davis-Bacon Act, Ohio Prevailing Wage, federal or state EPA, OSHA, or other regulatory entity issues or violations within the last four years;

Insert subparagraph 2.10.3.15.1 as follows:

- .1 The Owner has adopted the Construction Owners of the Tri-State ("COATS") Substance Abuse and Drug Testing Policy. In addition to the requirement set forth in subparagraph 2.10.3.15, the Bidder shall comply, and shall require their Subcontractors to comply, with the COATS policy to perform Work. Refer to the Supplementary Conditions for details.

Replace subparagraph 3.5.3.4 with the following:

3.5.3.4 The conduct and performance of the Bidder on previous Contracts, including compliance with Ohio Equal Employment Opportunity in the Construction Industry Administrative Rules, OSHA and Prevailing Wage laws, *EPA, federal Davis-Bacon Act, and the Bidder's safety record and average 4 year "Experience Modification Rate" (EMR)*, and demonstration of good faith effort to participate in the EDGE Business Development program, or actual participation in the EDGE Business Development program, or both, as indicated in the Ohio Revised Code and the Ohio Administrative Code;

Insert subparagraph 3.5.3.4.1 as follows:

- .1 The Bidder's EMR will be considered in evaluating the Bidder's responsibility.

Insert subparagraph 3.5.5.1 as follows:

3.5.5.1 Information to determine if a Bidder is responsible may be obtained from several Bidders and reviewed concurrently, but shall be reviewed separately and not comparatively.

Insert subparagraph 5.1.4.1 as follows:

5.1.4.1 The surety shall have a financial strength rating not lower than A- as determined by the A.M. Best Company.

Replace subparagraph 6.1.9 with the following:

6.1.9 Evidence that the Bidder is enrolled in, and in good standing in, a DFSP approved by the OBWC and evidence that the Bidder is in compliance with the COATS Substance Abuse and Drug Testing Policy.

Insert subparagraph 6.1.14.1 as follows:

6.1.14.1 The Bidder shall provide evidence acceptable to the Contracting Authority of the registration of all apprentices who the Bidder or its Subcontractors intend to employ on the Project pursuant to the Davis-Bacon Act, 40 United States Code Section 3141 and following.

Insert subparagraph 6.4.1.5.1 as follows:

- .1 If the Project is funded solely from local funds, the Bidder shall use the Owner's electronic funds transfer form available at <http://www.uc.edu/architect/documents/forms/table.asp>.

Replace subparagraph 6.5.1 with the following:

6.5.1 The Bidder shall base its Bid upon the federal prevailing wage rates as established under the Davis-Bacon Act, 40 United States Code Section 3141 and following, as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Refer to Document 00 73 43.50 - "Wage Rate Requirements (Federal

Funded Project)" for related information and the Project's prevailing wage rates. Federal Prevailing Wage rates may be subject to change prior to the final award of this contract.

Insert subparagraph 6.5.2.1 as follows:

6.5.2.1 This schedule shall be sent to the Owner's Office of Contract Compliance, P.O. Box 210167, Cincinnati, Ohio 45221-0167.

END OF DOCUMENT