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Construction Inclusion Plan for the Franklin County Corrections Center

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Table of Contents

Introduction.....	3
The Inclusion Plan.....	4
Definitions.....	6
Certifying Agencies.....	11
Construction Inclusion Strategy.....	12
Measuring and Monitoring Strategy.....	18
Appendix I Franklin County Small and Emerging Business Enterprise Policy	
Appendix II Franklin County SEBE Utilization Plan Document	
Appendix III Franklin County Board of Commissioners Workforce Memorandum of Understanding with the Columbus/Central Ohio Construction Trades Council	

INTRODUCTION

The Franklin County Board of Commissioners, (the Commissioners) have developed this comprehensive Inclusion Plan (the Plan) for over \$160 million construction of the Franklin County Corrections Center (FCCC) in Columbus, Ohio at 2551 Fisher Road. The Plan will be implemented in a cooperative effort with our Owner's Representative Pizzuti Solutions and the project's Construction Manager, the joint venture Gilbane/Smoot. The Plan demonstrates our intention to provide equal opportunity to traditionally disadvantaged groups of construction subcontractors and suppliers and to promote utilization of a diverse construction workforce that is reflective of Franklin County's residents.

Promoting utilization of these local groups is an economic growth strategy that will drive future competition. Increased competition can result in lower prices charged by contractors and vendors to the Franklin County Board of Commissioners, ultimately benefitting the residents of Franklin County. In addition to lower prices and more robust competition, the return on investment for our effort will be, we believe, improved prosperity and greater quality of life for all Franklin County residents.

On January 1, 2000 The Franklin County Board of Commissioners resolved to develop a Small and Emerging Business Enterprise program. The Plan refers frequently to Small and Emerging Business Enterprises (SEBE) subcontractor and vendors. For the purposes of this Plan, this terminology is inclusive of 8(a) Business Development Program ("8a"), Disadvantaged Business Enterprises (DBE), Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), Veteran Business Enterprise ("VBE"), Lesbian, Gay, Bisexual and Transgender Business Enterprises (LGBTBE), State of Ohio Encouraging Diversity, Growth and Equity (EDGE) firms and Columbus City School's Local Economically Disadvantaged Enterprises (LEDE) in addition to other agencies approved by the County (i.e. Ohio Minority Supplier Development Council, Women's Business Enterprise National Council & United States Department of Veterans Affairs). Our inclusion commitment is intended to be far reaching. We will have a dedicated focus on the use of small businesses, local businesses and workforce assets from our community.

THE CONSTRUCTION INCLUSION PLAN

Purpose

This Plan describes the Franklin County Commissioners' strong commitment to ensure diversity and inclusion values are considered in all aspects of the construction of the Corrections Center. The Plan outlines activities and procedures aimed at ensuring equal opportunity in procurement, contracting, and workforce. The Plan emphasizes the Commissioners' commitment to diversity as it relates to all residents and is an acknowledgement of the importance we place on these values contributing to growth of our local economy and high quality of life in Franklin County.

Construction Inclusion Team

The Commissioners will establish a Construction Inclusion Team (CIT) for the purposes of this plan's implementation, tracking, measurement and monitoring. The CIT will include, but not be limited to, the following:

- Franklin County Administrator (his/her designee)
- Franklin County Deputy County Administrator Project Lead (his/her designee)
- Franklin County Small and Emerging Business Representative
- Pizzuti Solutions Executives
- Gilbane/Smoot Executives
- Columbus/Central Ohio Construction Trades Council representative

Designated members of this committee may also be the liaisons to the FCCC Construction Ad-hoc Committee to be established by Pizzuti Solutions during construction.

Pizzuti Solutions and Gilbane/Smoot Experience and Expertise

The implementation and success of this plan will rely heavily on the Owner's Representative and Construction Management team's experience and expertise. All three firms have been building in Franklin County for numerous years and have extensive experience with local subcontractors, suppliers, workforce and organized labor.

Measurement and Monitoring

The Construction Manager will submit a report to the CIT on a monthly basis during the construction of this project. Such reports will track outputs and outcomes of the activities established in the Plan. The CIT will provide written summary updates to the Board of Commissioners and provide public updates at Franklin County Board of Commissioners' weekly Briefings and General Sessions upon request.

Communications Strategy

Franklin County will dedicate a webpage to provide 24/7 access to information on the project. Content may include links to the printer managing the project specs, project progress updates, advertisements of outreach events, contact information for union halls for prospective construction workers and contact information for questions.

Multiple channels of communication will be used to advertise subcontractor, vendor/supplier and workforce opportunities. It is expected that a combination of traditional paid media, earned media, social media and partner organizations will be contacted to advertise opportunities throughout the course of the construction. The media list will be inclusive of local diverse outlets and organizations such as, but not limited to, MBEOnline, Hispanic Chamber, New American Advisory Council, Diversity Compliance Coalition of Ohio, the WIOA Board and more.

DEFINITIONS

Contractor

A person with whom the county has entered into a contract for the performance of work on the project in cooperation with other contractors and persons and in accordance with the contract documents.

8(a) Business Development Program

In order to help small, disadvantaged businesses compete in the marketplace, the SBA created the 8(a) Business Development Program. The 8(a) Business Development Program is a business assistance program for small disadvantaged businesses. The 8(a) Program offers a broad scope of assistance to firms that are owned and controlled at least 51% by socially and economically disadvantaged individuals. Participation in the program is divided into two phases over nine years: a four-year developmental stage and a five-year transition stage

Disadvantaged Business Enterprise (“DBE”)

DBEs are for-profit small business concerns where socially and economically disadvantaged individuals* own at least a 51% interest and also control management and daily business operations. (*African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged). Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis. To participate in the DBE program, a small business owned and controlled by socially and economically disadvantaged individuals must receive DBE certification from the relevant state—generally through the state Uniform Certification Program (UCP).

To be regarded as economically disadvantaged, an individual must have a personal net worth that does not exceed \$1.32 million. To be seen as a small business, a firm must meet SBA size criteria AND have average annual gross receipts not to exceed \$22.41 million. Size limits for the airport concessions

DBE program are higher. The Department has issued a final rule amending its disadvantaged business enterprise (DBE) program at 49 CFR part 26.

Encouraging Diversity, Growth and Equity (“EDGE”)-Certified Business Enterprise

An EDGE-certified business must be owned and controlled by a U.S. citizen who is a resident of Ohio. A business may qualify for EDGE certification if either (a) its owner is both socially and economically disadvantaged, or (b) the business is located in a qualified census tract and the owner is economically disadvantaged. A business enterprise that is eligible for EDGE certification must (1) have been in business for at least one year prior to applying; and (2) be at least 51 percent owned by socially and economically disadvantaged individuals. The business owner must (1) have day-to-day control over the business, exercising final authority over all aspects of the daily operations of the business, including but not limited to operations, financial and business management, and human resources and policy decisions; and (2) possess all licenses and permits required by law to perform the scope of work within classifications requested.

Lesbian, Gay, Bisexual, Transgender Business Enterprise (“LGBTBE”)

An independent business concern that is at least fifty-one percent (51%) owned and controlled by one or more LGBT persons who are U.S. citizens or lawful permanent residents, or in the case of any publicly-owned business, at least fifty-one percent (51%) of the equity of which is owned and controlled by one or more LGBT persons who are U.S. citizens or lawful permanent residents; and whose management and daily operation is controlled by one or more of the LGBT owners.

Local Economically Disadvantaged Enterprise (“LEDE”)

A sole proprietorship, partnership, company, corporation or joint venture that has been in business for at least one year prior to the date of determination in connection with the County’s contracting or procurement activities and that meets certain size limitations based on the Federal Small Business Administration Regulations set forth in 13 C.F.R. §121.201 and the revisions thereto. The enterprise must be local, having (a) its principal place of business within Franklin County, Ohio as determined by the payment of real or personal property taxes on property located in such county for not less than one taxable

year immediately prior to the date of determination or (b) more than 50% of its full-time employees residing within the boundaries of Franklin County; and must be economically disadvantaged such that the enterprise is at least 51% owned and controlled directly or indirectly by one or more individuals, each with a personal net worth equal to or less than \$750,000. Personal net worth of an individual includes the personal net worth of the individual's spouse, if any, but does not include (1) the individual's ownership interest in the enterprise being considered in connection with the County's contracting and procurement activities or (2) the individual's equity in his or her primary residence. Additionally, a contingent liability does not reduce an individual's personal net worth.

Minority Business Enterprise (“MBE”)

Minority business concern, as used in this definition, means a small business concern (1) which is at least 51 percent owned by one or more minorities or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities; and (2) whose management and daily business operations are controlled by one or more minorities.. “Minority business enterprise” means Blacks or African Americans, American Indians, Hispanics or Latinos, and Asians as defined in the Ohio Revised Code.

Small and Emerging Business Enterprise (“SEBE”)

A small and emerging business enterprise is defined as a business concern, operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.201. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged.

Subcontractor

A person or business that has a contract with a contractor to provide some portion of the work or services on a project that the contractor has agreed to perform. Subcontractors to this construction project refer to those contracted in the construction trades such as but not limited to plumbing, electrical, roofing, cement work, plastering, drywall, roofing, glaziers, carpentry, etc.

Vendor

A vendor is an individual or entity that provides materials, goods and services to the project. These materials, goods and services include, but are not limited to building materials, commodities, office and janitorial supplies, janitorial services, food and beverage services, etc. *May be interchanged with supplier.* Construction contractors and subcontractors providing trade services are not considered vendors.

Veteran Business Enterprise (“VBE”)

A veteran business enterprise is defined as a business concern (1) which is at least 51 percent owned by one or more veterans or service-disabled veterans, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more veterans or service-disabled veterans; and (2) whose management and daily business operations are controlled by one or more veterans or service-disabled veterans. “Veteran” means a veteran of the U.S. military, – either active duty or reservist – from all five Service Branches (Army, Navy, Air Force, Marine Corps and Coast Guard).

Women Business Enterprise (“WBE”)

Women-owned business concern, as used in this definition, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women.

Certifying Agencies

This project will recognize and accept certifications from the following certifying bodies in addition to other agencies approved by the County (i.e. Ohio Minority Supplier Development Council, Women's Business Enterprise National Council & United States Department of Veterans Affairs):

- 8(a) BUSINESS DEVELOPMENT (SBA):
www.sba.gov/oh/columbus
- City of Columbus:
[https://www.columbus.gov/odi/supplier-diversity/Business- Certifications/](https://www.columbus.gov/odi/supplier-diversity/Business-Certifications/)
- Columbus City Schools:
<http://www.ccsok.us/Vendors.asp>
- Diversity Chamber of Central Ohio (DCCO) – a local affiliate of the National Gay and Lesbian Chamber of Commerce (NGLCC):
<http://diversitycolumbus.org/>
- Ohio Department of Administrative Services (DAS):
[http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification /tabid/134/Default.aspx](http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/Default.aspx)
- Ohio Department of Transportation (ODOT):
<http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/UCP.aspx>
- Ohio Minority Supplier Development Council (OMSDC)
[http://www.ohiomsgc.org/aws/SCOMSDC/pt/sp/mbe certification](http://www.ohiomsgc.org/aws/SCOMSDC/pt/sp/mbe_certification)
- US Department of Veterans Affairs – Office of Small & Disadvantaged Business Utilization
<https://www.va.gov/osdbu/>
- Women's Business Enterprise National Council (WBENC)
<http://www.wbenc.org/certification-process/>

CONSTRUCTION INCLUSION STRATEGY

The Commissioners' goal is to establish a comprehensive plan that results in demonstrably achieving high levels of inclusion in three (3) identified components of constructing the new Corrections Center- contracting; procurement of materials, goods and services; and workforce. The Plan leverages the Commissioners' and its partners' successful record in including small and emerging contractors in all of its construction projects across the country. All partners will work together to ensure the project reflects the Franklin County Board of the Commissioners' Small and Emerging Business Enterprise policy and desire that the workforce utilized on the construction of the new Corrections Center reflects the diversity of Franklin County.

The construction inclusion strategy consists of three sections: Part (A) is the outreach activity plan to raise awareness and engagement among the target audience; part (B) is the Contracting Activity Plan, which focuses on a strategy to include SEBE contractors. SEBE vendors will also be included as part of this section of the plan; part (C) of this plan outlines activities to include local, underrepresented and disadvantaged residents in the construction workforce.

A. Outreach Activities

Timely, effective and continued outreach efforts to the following stakeholder groups are critical to the success of the program and will be engaged across multiple communication channels. Proactive communication in the preconstruction phase is the most effective way to ensure access to opportunities for a diverse group of residents and businesses.

Community

- Attendance at community and civic meetings, especially in neighborhoods contiguous to the construction site and within a 3 mile radius.

- Host consistent quarterly (or other periodicity as determined) community meetings to raise awareness about the benefits of the project including contractor, supplier and workforce opportunity.
- Small Business and Workforce Development Organization Partners
- Face-to-face and electronic communication with the supplier diversity network of leaders and organizations that support SEBE certification and utilization.
 - Face-to-face and electronic communication with the local workforce development network of leaders and organizations that support workforce diversity and inclusion to include reentry, New Americans, child support enforcement incarceration diversion and fatherhood programs, and Temporary Assistance for Needy Families (TANF) recipients.
- Subcontractors and Vendor/Suppliers
- Hosting subcontractor and supplier/vendor opportunity events.
 - Participation in local small and minority business events as a booth sponsor, program ad sponsor, panel member or other speaking opportunity when appropriate.
 - Paid advertising in a variety of diverse media including newspapers, magazines, cablecast, radio and internet targeted at diverse subs and suppliers.
- Workforce
- Development of a job referral program in collaboration with the local building trades organization.
 - Host a pre-construction meeting with union officials to communicate the goals for workforce utilization.
 - Host workforce opportunity events in various community locations to promote labor and apprenticeship opportunities.

B. The Contracting Activity Plan

Preconstruction

The Construction Management firm consistently offers opportunity to SEBE firms on all of its projects and has developed a database of companies along with their certifications and qualifications. As the bid packages are developed, the SEBE database is utilized to identify primes and subcontractors that would be included on the bidders list and also be eligible for inclusion in the subcontracting plan for this project. The database is also used to identify companies that could perform work on the project in a lower tier capacity or as vendors. This is the base for the Contracting Plan.

1. As the Contracting Plan advances there may be opportunities for more SEBEs than identified and outreach will occur to small business development partner organizations to identify subcontractors where gaps in contract participation are found. Activities to increase the number of capable subcontractors may include:
 - a. Co-hosting contractor opportunity events with these partners to introduce the project and educate the local market on project specifics. These events will feature an opportunity for firms to introduce their capabilities in the bidding/construction of the project. Event attendees will be added to the bidders list and will have the opportunity to be added to the contracting plan if they meet certification requirements. Any vendor who is not currently a certified SEBE will be encouraged to become certified if they meet the criteria.
 - b. Working with potential prime and lower tier subcontractors to designate portions of their lower tier subcontracts to capitalize on SEBE capabilities.
 - c. Developing mentoring programs where awarded contractors and subcontractors mentor smaller SEBEs in the same field. The relationship will help to further develop the capacity of the mentee and opening the door for future joint ventures.

2. Prime and Subcontractors will be alerted during the bid phase of the project to the SEBE policies which will be included as part of the County's bid documents. Primes and Subcontractors will be asked to submit SEBE strategies during the scope review so that we can assess their ability and planned efforts to engage SEBEs.
3. Local certifying agencies, when possible, will be contacted to help facilitate certification for legitimate SEBE companies that meet the needs of the project but have not yet applied for a recognized certification.

Contractor Bid / Award Period

1. The project leadership partners will work together during the Award Period to document SEBE commitments.
 - a. The SEBE policy and objectives are included in the bid documents.
 - b. An SEBE Utilization Plan Document is part of the bid document. Each awarded contractor will document their commitments, if any, to SEBE firms. This form is returned with the bid or the signed contract and is shared with the entire project team for future tracking purposes.

Construction Phase

1. Prior to the start of onsite work, a meeting is held to discuss the contractors' SEBE subcontractor commitments. The actual awards to their lower tiers will be tracked on a monthly basis by the construction manager. They will also verify that the SEBE is performing the scope that was specified.
2. As part of the requisition process, contractors and subcontractors will be required to provide proof of payment to lower tier SEBE subcontractors.

3. The construction manager will provide a monthly report of initial commitments, current contracts and payments to date to verify that the contractors follow through with contractual commitments as part of the CIT and Construction Ad-Hoc Committee reporting. This process also allows the teams to address any discrepancies that arise early on.
 - Cash flow needs of SEBEs may be addressed as needed through expedited payment plans.
4. The construction manager will track and report the utilization of material and supply vendors in the same manner.

C. Local Workforce Inclusion Activity

Opportunities for underrepresented and disadvantaged residents on the project will be communicated consistently to the community, unions and contractors. The Franklin County Commissioners and the Columbus/Central Ohio Building and Construction Trades Council and the local unions have agreed via an established Memorandum of Understanding (MOU) on workforce goals for this project. The MOU can be found in Appendix II.

Throughout the project, the County, in collaboration with the Columbus/Central Ohio Building and Construction Trades Council with host community outreach meetings for residents to raise awareness of the project's employment and union apprenticeship opportunities.

Preconstruction Phase

The project team will host one or more pre-job meetings with union officials in regards to the project. A priority of these meetings will be to ensure that the union representatives are aware of and have the chance to participate in efforts related to engaging local workforce with a focus on local underrepresented residents.

The project team in collaboration with Union officials will host a community job fair.

Construction Phase

1. A verification process will be implemented to ensure that all contractors are working toward the local workforce engagement.
 - a. Subcontractors will be required to submit their payrolls with addresses to the construction manager on a weekly basis. This will enable the CIT, through the construction manager, to track the local workforce engaged on the project as the work is taking place.
 - b. The payrolls will be compiled into weekly and monthly reports.
2. The project team in collaboration with union officials will collect the data necessary to track workforce utilization including job labor as well as apprenticeship engagement as described in the MOU (Appendix II), and report to the CIT.
3. The project team in collaboration with union officials will continue to host community job fairs throughout the construction phase.

Measuring and Monitoring Strategy

The construction manager will be responsible for tracking the outputs required by this document as described above to the CIT, with the exception of labor job fairs and apprenticeship data as noted above. The CIT will report to the Franklin County Board of Commissioners through the County Administrator on a quarterly basis or as requested. The Commissioners may request to be updated at a public Board of Commissioners' meeting including any Briefing and/or General Session.

Appendix I

Franklin County Board of Commissioner's Small and Emerging Business Enterprise Policy

The Franklin County Board of Commissioners recognizes the benefit of competing business opportunities in Franklin County. It also recognizes that greater numbers of minority, female, and disadvantaged businesses constitute a significant portion of small and emerging businesses in Franklin County. To ensure opportunities are afforded to small and emerging businesses, the Board established a Small and Emerging Business Outreach Program. This program is a commitment to the small and emerging business community to encourage competition and provide an even playing field for all businesses.

This program is designed to provide assistance to small and emerging business enterprises and to encourage their participation in County contracts and procurements. This assistance is provided by focusing on outreach to businesses by informing them of procurement opportunities, structuring bid documents to ensure small businesses can compete, educating, and encouraging their participation in County procurements.

A small and emerging business enterprise is defined as a business concern, operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.201. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged.

The Deputy County Administrator is responsible for overseeing the administration of the program in a race and gender neutral manner through the Small and Emerging Business Coordinator with assistance from the Purchasing Director and the Purchasing Department staff.

The Small and Emerging Business Coordinator will ensure:

- Participation by small and emerging business enterprises in the program are tracked, measured, and reported.

The Purchasing Director will ensure:

- The vendor database is maintained to reflect small and emerging business status and the commodities a business can provide.
- Small and emerging businesses are solicited in competitive bid opportunities based on their registered commodities.

The Franklin County Board of Commissioners supports all businesses participating in the County Procurement process. This outreach program was implemented by The Board of Commissioners in an effort to ensure small and emerging businesses are afforded the opportunity to do business with Franklin County.

The purpose of the Small and Emerging Business Enterprise Program is to improve and enhance the competitive and non-competitive bid process within Franklin County in order to provide small and emerging businesses the opportunity to do business.

Appendix II

Franklin County SEBE Utilization Plan Document

SEBE Utilization Plan Document

A completed Bidder's **SEBE Utilization Plan Document** of good faith efforts must accompany the Bid Form or the signed Contract.

_____ ("Bidder") submits the following information regarding its level of SEBE Participation:

List all SEBE subcontractors and suppliers, SEBE status, services and materials provided, with contract amounts that Bidder will use for its work on the Project. SEBE Status will be obtained from the Inclusion Plan Definitions section. Certifying Agency - the contractor will state whether the SEBE received a certification from a political subdivision or self-certified.

Name of SEBE Contractor Subcontractor / Supplier	SEBE Status	Certifying Agency	Services / Materials	Contract / Subcontract Amount
1.				\$
2.				\$
3.				\$
4.				\$
5.				\$
		A. TOTAL AMOUNT OF SEBE CONTRACT / SUBCONTRACTS		\$
		B. TOTAL BID		\$
		PERCENTAGE OF DIVERSITY PARTICIPATION (A ÷ B x 100)		%

(continue list on additional sheets of paper if necessary)

The undersigned will immediately notify the Owner in the event that any of the information provided in this **SEBE Utilization Plan Document** changes in any material way.

BIDDER

By: _____

Print Name and Title: _____ Date: _____

Appendix III

Franklin County Board of Commissioners Workforce Memorandum of Understanding with the Columbus/Central Ohio Construction Trades Council

Resolution approving a Memorandum of Understanding between the Franklin County Board of Commissioners and the Columbus/Central Ohio Building and Construction Trades Council concerning the New Corrections Center Project (Commissioners)

WHEREAS, the Board of Commissioners are in the process of planning, designing and constructing a new Correctional Facility as part of the Franklin County Public Safety Center, to be located at 2551 Fisher Road, Columbus, Ohio; and

WHEREAS, it is prudent to establish effective and binding methods for settlement of all misunderstandings regarding labor issues that might arise and that interruptions with work be prohibited; and

WHEREAS, it is the intent of the Board of Commissioners that Franklin County residents, including low-income and underrepresented residents, veterans, women, minorities, and trade apprentices have employment opportunities on this project to the maximum extent possible; and

WHEREAS, in 2013, pursuant to Resolution 0325-13, the Board of Commissioners approved a "Memorandum of Understanding for the Franklin County Ohio Hall of Justice Renovation Project between the Franklin County Board of Commissioners and the Columbus/Central Ohio Building and Construction Trades Council"; and

WHEREAS, the Memorandum of Understanding for the Hall of Justice assisted in delivering the successful completion of the renovation of the Franklin County Hall of Justice; and

WHEREAS, the Board wishes to enter into a Memorandum of Understanding with the Columbus/Central Ohio Building and Construction Trades Council in regard to the construction of the new correctional facility; now, therefore,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, OHIO:

That the attached "Memorandum of Understanding for the Franklin County, Ohio New Corrections Center Project" between the Franklin County Board of Commissioners and the Columbus/Central Ohio Building and Construction Trades Council" is approved.

**MEMORANDUM OF UNDERSTANDING
FOR THE FRANKLIN COUNTY, OHIO
NEW CORRECTIONS CENTER PROJECT**

This Memorandum of Understanding, hereinafter designated as the "Memorandum of Understanding" or "MOU," is entered into this 2nd day of MAY, 2017 by and between the Board of Commissioners, Franklin County, Ohio (hereinafter referred to as the "Owner"), and the Columbus/Central Ohio Building and Construction Trades Council and the local unions whose names are subscribed hereto and who have, through their duly authorized officers, executed this MOU (hereinafter collectively referred to as the "Union" or "Unions"), with respect to the construction of the Franklin County, Ohio New Corrections Center Project (hereinafter referred to as the "Project").

The term "Contractor" includes all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this MOU, except for those contractors and subcontractors specifically excluded from this MOU. Where specific reference to the Board of Commissioners, Franklin County, Ohio alone is intended, the term "Owner" is used. Where specific reference to the Construction Manager alone is intended, the term "CM" is used. The terms "material supplier," "vendor," and "manufacturer" engaged in offsite product manufacture or sub-assembly related activities are not required to be signatory to the MOU. Nor is the architect, CM or others providing professional services to the Project required to be signatories to the MOU.

The MOU is made available to, and fully applies to, any successful bidder, as awarded by the Owner per the Ohio Revised Code and bid documents for work on the Project who becomes a signator to it without regard to whether the successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such bidder are or are not members of any union.

This MOU will be applicable to the Unions and all signatory Contractors performing construction work on the Project. Nothing in this MOU shall limit the selection or utilization of contractors or subcontractors to perform construction work on the Project, provided however, that all contractors and subcontractors must become signatories to and shall be bound by the terms and conditions of this MOU. This MOU is a stand-alone agreement which represents the complete understanding of the parties.

ARTICLE 1 PURPOSE

The Parties to this Memorandum of Understanding acknowledge that the construction of the Project is important to the development of the economic opportunities of the residents of the Franklin County and the City of Columbus, Ohio, and the enhancement of the local community. The Parties recognize the need for the timely completion of the Project without interruption or delay. This MOU is intended to enhance this cooperative effort through the establishment of a framework for labor management cooperation and stability.

The Contractor(s) and Unions agree that the timely construction of this Project requires substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craftworkers for the construction of the Project.

Further, the parties have mutually established and stabilized wages, hours and working conditions for the craftworkers on this construction project, to facilitate close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this MOU.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this MOU, the parties have established effective and binding methods for the settlement of all misunderstandings, disputes or grievances regarding labor issues that may arise. Further, the Contractor(s) and all subcontractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, or interruption or other disruption of or interference with the work covered by this MOU.

ARTICLE II SCOPE OF AGREEMENT

Section 1. This Memorandum of Understanding applies and is limited to the recognized and accepted historical definition of demolition and new construction work under the direction of and performed by the Contractor(s), of whatever tier, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work except for the contractors and subcontractors specifically excluded in the MOU.

Generally, the Project is defined as the construction of a New Corrections Center at 2551 Fisher Road in Columbus, Ohio. Such work includes the construction of permanent facilities or structures; demolition activities to facilitate construction of new permanent facilities; and transportation and distribution of construction materials and equipment by Contractors inside the Project site. This Project, as covered by this MOU, is anticipated to begin in 2017, with construction expected to be completed in 2019.

Section 2. It is agreed that the Owner shall require all Contractors, except those specifically excluded by the MOU, of whatever tier, who have been awarded contracts for work covered by this MOU, to accept and be bound by the terms and conditions of this MOU by executing the Letter of Assent (Attachment A) prior to commencing work. It is further agreed that in the event of a direct conflict, the terms and conditions of the MOU shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements.

Section 3. This MOU shall only be binding on the signatory parties hereto and does not apply to their parents, affiliates or subsidiaries.

Section 4. Except as restricted by Ohio law, the Owner has the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this MOU; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this MOU, should it be designated the successful bidder.

Section 5. This MOU does not apply to the following:

- A. Work performed by non-manual or professional employees, including, but not limited to the architect, CM, maintenance plan advisors, commissioning agents, geotechnical consultants, superintendents, supervisors, engineers, field engineers, surveyors, quality assurance and quality inspectors, technicians, office workers, messengers, persons making deliveries to and from the Project site, warehouse employees, guards, medical personnel, emergency vehicle operators and employees similarly classified;
- B. All Owner operations and activities;
- C. Work performed by technicians at the discretion of the Contractor and work performed under subcontracts which the Owner designates as being for technically unique services or skills. The Owner may install specialized equipment, or inspect or test equipment before, during or after installation, using people of the Owner's choice, personnel of the Owner, or manufacturer's personnel as may be deemed necessary. Appropriate crafts will perform work under vendor's supervision;
- D. The delivery to the Project of any material by any means, except for site placed concrete, or removal from the Project of any material by any means;
- E. Landscape maintenance or work related to moveable office or building furnishings;

F. All furnishings, and equipment not permanently installed.

Section 6. Nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by this MOU on the Project site. As areas and systems of the Project are inspected and construction tested by the CM, Architect or Contractors and accepted by the Owner or its successors or assigns, the MOU will not have further force or effect on such areas, except when the Contractors are directed by the CM, Architect or Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this MOU.

Section 7. It is understood that the Owner may, at its sole discretion, terminate, delay and/or suspend any or all portions of the Project at any time.

Section 8. It is understood that the liability of any employer and the liability of the separate Unions under this MOU shall be several and not joint. The Unions agree that this MOU does not have the effect of creating any joint employer status between or among the Owner, CM, Contractor(s) or any employer.

ARTICLE III UNION RECOGNITION

Section 1. The Contractors recognize the Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Memorandum of Understanding.

ARTICLE IV MANAGEMENT'S RIGHTS

Section 1. The Contractors of whatever tier retain all rights and authority not expressly excluded or limited by this Memorandum of Understanding, including but not limited to the rights to:

- A. Plan, direct and control the execution and assignment of all work;
- B. Determine the size of crews and the number of foremen and general foremen needed per the Local Collective Bargaining Agreement;
- C. Hire and lay off employees as the Contractor feels appropriate to meet work scope requirements and retain necessary skills and trained resources per the Local Collective Bargaining Agreement;

- D. Each Contractor may transfer employees from job to job on the Project without limitation or restriction and from shift to shift without reasonable notice;
- E. Determine work methods and procedures per the Local Collective Bargaining Agreement;
- F. Discharge, suspend, or discipline employees for proper cause per the Local Collective Bargaining Agreement.

Section 2. No rules, customs or practices shall be permitted or observed which limit or restrict production or the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor savings devices necessary to accomplish the scope of work and pursuant to their individual contract and project specifications. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment except as limited by the individual contracts and project specifications.

ARTICLE V REFERRAL OF EMPLOYEES

Section 1. The Contractors agree to recognize and be bound by the legal referral facilities maintained by the Union(s) and shall notify the appropriate Union either in writing or by telephone when workers are required.

Section 2. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the union or based upon race, creed, color, sex, age, sexual orientation, gender identity, veteran status or national origin of such employee or applicant. The CM or Owner has the right to reject an employee for poor past performance.

Section 3. In the event the referral facilities maintained by the Unions are unable to fill the requisition of the Contractors for employees within a forty-eight (48) hour period after such requisition is made (Saturdays, Sundays, and holidays excluded), applicants for such requisition may be employed from any source.

Section 4. In the event that a signatory Local Union does not have a job referral system as set forth in this Article, the Contractor shall give the Union equal opportunity to refer applicants. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

Section 5. In cases of employment positions requiring special skills or qualifications, the Contractor will notify the Union of the qualification tests or skills required, and the Union may refer any qualified applicant. The Contractors shall be the sole judge of all applicants' qualifications.

Section 6. Subject to the Local Collective Bargaining Agreement, the selection and number of Foreman and/or General Foremen shall be the responsibility of the Contractor, it being understood that in the selection of such employees the Contractor will give first consideration to the qualified workers available in the local area. Foremen and/or General Foremen shall take orders from supervisors designated by the Contractor. Foremen and/or General Foremen will not be absent themselves from the area where their crews are working unless their presence is required elsewhere, and shall be held responsible for all work performed by employees under their supervision. The Contractor may require Foremen to be working employees. Only the Contractor superintendent has the authority to approve the release of the foreman and/or general foreman from the area where the crews are working.

Section 7. Contractors shall have the right to provide supervisory employees. Supervisory employees will not be allowed to perform duties covered under the scope of the appropriate collective bargaining agreement. All other employees will be referred from the respective union halls.

Section 8. The Contractor's office at the Project site will be considered the place of hire, and the time of hire is when the referred applicant for employment is accepted by the Contractor.

Section 9. The Contractor has the right to determine the competency of all employees and the right to determine the number and classifications of employees required. The Contractor shall also have the right to reject any applicant referred by the Unions.

Section 10. The Union shall not refer employees employed at the Project site by a Contractor to other employment, nor shall the Union engage in other activities which encourage workforce turnover or absenteeism.

Section 11. There will be a thirty (30) day waiting period prior to employment eligibility on the Project for employees who voluntarily quit their employment on the Project and a ninety (90) day waiting period prior to employment eligibility for employees discharged for cause or for safety reasons on the Project. The Owner, CM and/or Contractor may bar any person from employment on the Project either permanently or for an indefinite time for just cause.

Section 12. An employee or applicant required to satisfactorily demonstrate his or her ability to perform certain tasks through an examination or test (e.g., welding tests), shall be paid by the Contractor or Subcontractor of any tier for that time required to take the exam or test, provided the employee or applicant successfully passes the exam or test.

ARTICLE VI NON-DISCRIMINATION

Section 1. It is agreed that in the hiring of employees for the performance of work on the Project, all parties shall not, by reason of race, color, religion, sex, age handicap, national origin, ancestry sexual orientation, veteran status or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform work, and that all parties shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work on the Project on account of race, color, religion, sex, age, handicap, national origin, ancestry, sexual orientation, veteran status or gender identity. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees.

Section 2. All descriptive words such as journeyman, craftsman and all other personal nouns or pronouns which may be referenced in this MOU refer to both the male and female gender.

Section 3. Employees covered by this Agreement shall utilize the Grievance Procedure set forth in Article XII for the resolution of alleged discrimination complaints, allegations and all employee concerns.

ARTICLE VII WORKFORCE PARTICIPATION PLAN

Section 1. Each signatory Local Union and Contractor shall use good faith efforts to meet the following work force goals: 50% of all employees will be local residents, with a good faith effort to have 20% of the 50% work force goal to be local low-income and underrepresented residents, inclusive of low-income and underrepresented local residents employed on the project or who are enrolled or who graduate from a state of Ohio indentured apprenticeship program. Local residents shall mean: A person residing within the City of Columbus or Franklin County; a person working from a pool of labor located, or having jurisdiction within, the City of Columbus or Franklin County; or due to the specialty nature of the employment to be performed, where a suitable person meeting the above requirements is not available, a person residing or working within a location as close to Columbus as possible. A suitable person shall mean a person who is qualified to perform the work or trainable within a reasonable period of time.

Good faith effort shall mean: Reasonable solicitation and attempts to hire. The union shall provide evidence of such solicitations, including, but not limited to: public notification and postings, website notifications and email contact lists. Evidence of attempt to hire shall include evidence of completed application and interviews.

Section 2. Contractors are required by the Workforce Participation Plan to use good faith efforts to employ Minority Group Members, females and Franklin County residents to supply services in connection with the Project and to otherwise achieve the goals of the Workforce Participation Plan.

Section 3. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 4. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable experience.

ARTICLE VIII APPRENTICES

Section 1. The parties recognize the need to maintain continuing support of apprenticeship programs designed to develop adequate numbers of competent workers in the construction industry and to enable workers to enter the labor pool fully qualified to earn a living wage on construction jobs. The Unions agree to support and enable such programs and to supply labor for each craft to provide training and job opportunities to these new entrants to the work force. To the fullest extent possible, yet consistent with the Local Collective Bargaining Agreement, the Contractor(s) will employ apprentices in their respective crafts to perform work within their capabilities and customarily performed by the craft in which they are employed.

ARTICLE IX WAGES AND BENEFITS

Section 1. All persons employed by Contractors for work within the scope of this Memorandum of Understanding as defined by Article II shall receive the wages and benefits established under the respective trades collective bargaining agreement and shall work under all of the other terms and conditions of employment provided for herein. No other classifications, wage rates, fringes, or conditions apply to work under this MOU. No premium pay (i.e. subsistence pay, travel pay, hazard pay, high pay, mask pay, etc.), other than overtime and shift differential, is recognized under this MOU.

Section 2. The Contractor agrees that it will, when so requested by the Union, deduct from the pay of each employee who is a member of the Union, or has made application to become a member of the Union, all deductions such as working dues, Building Trades dues, assessments or any other fees, dues or check offs so designated by the employee from that employee's gross wages. These deductions shall be deducted upon presentation of a proper legal payroll deduction authorization signed by said employee requesting such deduction, and remitted monthly as directed by the employee and the Union. This section shall be applied in compliance with the National Labor Relations Act (NLRA) and other applicable laws and the Unions agree that the Contractor will suffer no loss because of any deduction from an employee's pay pursuant to this Section and the Unions will accept any liability which may accrue.

ARTICLE X WORK RULES

Section 1. The Owner through the CM may establish reasonable uniform site working rules/procedures and security, health and safety rules/procedures in compliance with federal, state, and local regulations. The Owner through the CM may change these rules during the term of this Memorandum of Understanding with prior notice to the Unions. Such notice shall be given two (2) weeks prior to implementation of the change, where practical. All Unions, Contractors and employees agree to abide by these rules and violation of job site rules may result in disciplinary action up to and including suspension or discharge.

Section 2. The receipt and inspection of materials and the methods, procedures and control for warehousing and storage of equipment, materials and tools shall be at the Contractor's discretion.

Section 3. There shall be no organized breaks on the Project. All parties and employees shall observe the site smoking policy.

Section 4. Time clocks, brass or other payroll and accountability systems may be used at the option of the Contractor to check employees in or out of the Project on a daily basis on their own time.

Section 5. An employee who reports for work under the influence of alcoholic beverages or illicit drugs, or who drinks alcoholic beverages or uses illicit drugs on the work site or who reports to the work site with alcoholic beverages or non-prescribed drugs or firearms in his possession, may be subject to immediate termination.

Section 6. There is no job tenure. Continuing employment is contingent upon, but not limited to, the skill, competency, productivity, qualifications, attendance, and safety performance of the employee. Contractors will be the sole judge of skill competency, productivity, qualifications, etc. except as provided for in Article XV, Section 2,

regarding Union Stewards who are recognized as a qualified technician by the Contractor.

Section 7. Tool boxes lunch boxes, vehicles, and other personal property may be subject to periodic unannounced inspection while on the site. Except in a security emergency or other action by the site security force, employees shall be notified and given the opportunity to be present.

ARTICLE XI WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Memorandum of Understanding, there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union, or by any employee, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge.

Section 3. All parties agree that in the event that a Union initiates or participates in a work stoppage, strike, picketing or other disruptive activity in violation of this Article, or recognizes or supports the work stoppage, strike, picketing or disruptive activity of another Union which is in violation of this Article, the Owner or Contractor will have the right to seek an immediate injunction from the appropriate court.

Section 4. Disputes alleging violation of any other provision of this MOU, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures set forth in Article XII.

ARTICLE XII DISPUTES AND GRIEVANCES

In an effort to facilitate a productive and harmonious project, any party to this Memorandum of Understanding may request and receive a job site meeting with a 48-hour notice to the appropriate parties.

Section 1. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted

performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in Section 2.

Section 2. Any question or dispute arising out of and during the term of this Project MOU, other than the Contractor's right to seek immediate injunction under Article XI and jurisdictional disputes under Article XIII, shall be considered a grievance and subject to resolution under the following procedures:

Step 1.(a) When any employee subject to this MOU feels he is aggrieved by a violation of this MOU, he shall give notice to the work-site representative of the involved contractor, through his local union business representative or job steward, within five (5) working days after the occurrence of the violation, stating the provision(s) alleged to have been violated. The business representative of the Union, the job steward, and the work-site representative of the involved Contractor shall meet and endeavor to adjust the matter within five (5) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Owner) within twenty-four (24) hours after the meeting. If they fail to resolve the matter within the prescribed period, the grieving party may pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, the date on which the grievance occurred, and the provision(s) of the MOU alleged to have been violated.

Step 1.(b) When the Union(s) or any Contractor has a dispute with the other party and, if after conferring, a settlement is not reached within five (5) working days, the dispute may be reduced to writing, and it may proceed to Step 3 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) days thereafter.

Step 3.(a) If the grievance has been submitted but not adjusted under Step 2, either party may file a claim with the American Arbitration Association to arbitrate the dispute. The rules of the American Arbitration Association construction section shall govern the conduct of the arbitration hearing. The decision of the Arbitrator(s)

shall be final and binding on all parties, provided however, that the Arbitrator(s) shall not have the authority to alter, amend, add to or detract from any of the provisions of this MOU in any way. The fees and expenses of such arbitration shall be borne equally by the Contractor and the involved Union(s).

Step 3.(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only upon written consent of the parties involved at the particular step where the extension is agreed upon.

Section 4. The Owner shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps. The Owner has governing authority to determine adherence to established time limits.

Section 5. Work will continue uninterrupted while the grievance is being resolved.

ARTICLE XIII JURISDICTIONAL DISPUTES

Section 1. The assignment of work is the sole responsibility of the Contractor performing the work involved, and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes between or among Building and Construction Trade Unions and employers who are parties to this Memorandum of Understanding shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this MOU.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment of work shall be adhered to until the dispute is resolved. Individuals violating this section may be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Owner and the CM will be advised in advance of all such conferences and may participate if they wish.

Section 5. Contractors are not liable for any back pay or compensation in any form as a result of work assignments or jurisdictional disputes between Unions covered by this MOU.

ARTICLE XIV UNION SECURITY

Section 1. All employees covered by this Memorandum of Understanding now in the employ of the Contractors shall remain members in the Union during the employee's Project employment, and all workers hereinafter employed by the Contractors shall become members of the Union seven (7) days after the date of their employment and shall remain members of the Union in good standing during the term of the employees' Project Employment. This Union Security Section shall conform to the National Labor Relations Act (NLRA) and other applicable laws.

Section 2. A Contractor shall not discharge any employee for non-membership in the Union: (a) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

ARTICLE XV UNION REPRESENTATION

Section 1. Authorized representatives of the Unions shall have access to the Project, provided they do not interfere with the work of the employees and, further provided, that such representatives fully comply with the visitor and security rules established for the Project.

Section 2. Each Union which is a party to this Memorandum of Understanding has the right to designate a working journeyman as a Steward. Such designated Steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. A Steward's duties shall not include hiring and termination or any involvement in, or any interference with, decisions reserved to the Contractor. Each Steward shall be concerned with the employees of his or her own employer and not with the employees of any other employer. Under no circumstances shall there be a non-working Steward on the Project.

Section 3. The working Steward shall not be entitled to any preferential treatment by the Contractor and will be subject to discipline to the same extent as other employees. The Contractor will permit the Steward sufficient time to perform the duties inherent to a Steward's responsibilities. The Steward shall not leave the work areas without first

notifying and obtaining permission from his Foreman as to the reason for leaving the work area and the estimated time to be gone. Permission to leave the work area may be delayed in the event of an emergency or if it would cause interruption of work which cannot be immediately interrupted. The Contractor Superintendent has final authority over granting the Steward permission to leave the work area if the Steward's absence from the work area is detrimental to the progress of the work or safety of the Project site.

Section 4. Where the Owner's (or its successors or assigns) personnel may be working on the Project in close proximity to the construction activities, the unions agree that Union representatives, Stewards, and individual workmen will not interfere in any manner with the Owner's personnel or with the work which is being performed by the Owner's (or its successors or assigns) agents.

ARTICLE XVI HOURS OF WORK, ETC.

Section 1. The Unions and the Contractor acknowledge that the unique needs of this Project will require flexibility in scheduling work. The Contractor shall establish the work schedule or schedules consistent with job needs. The Contractor has the sole authority to make shift and overtime assignments to employees as deemed necessary to efficiently perform work activities. Refusal by an employee to work an assigned shift or hours of work may be grounds for termination.

Section 2. Recognized holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. There shall be no paid holidays, except as provided for in the applicable local collective bargaining agreement. If employees are required to work on a holiday, they shall receive double the straight-time rate of pay.

Section 3. The CM in coordination with the Owner, shall designate the starting and quitting times for all employees. Any starting time put in place on Monday shall remain in effect for that work week unless a change is mutually agreed upon by the Union and the Contractor.

Section 4. The Unions agree to adhere to the time checking procedures established for the Project. All employees will check in and be at their assigned work places defined by their Contractor by starting time each day and will be at the work place at the conclusion of the lunch break or end of the shift. Repeated violations of the work starting and stopping times will be grounds for termination.

Section 5. It will not be a violation of this Memorandum of Understanding for the CM or Owner to shut down all or part of the Project to avoid the possible loss of life because of an emergency situation that could endanger the life and safety of an employee or the public. In such cases, employees will be compensated only for the actual time

worked. However, if the Contractor requests employees to stand by, the employees will be compensated for the actual “stand by time.”

Section 6. In no instance will employees be paid for standing by or observing operations unless assigned and directed by the Contractor.

Section 7. Reporting pay and show up times will be in accordance with the applicable local collective bargaining agreements.

ARTICLE XVII SUBCONTRACTING

Section 1. Except as specifically provided in this Memorandum of Understanding, the Owner agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become a party to this MOU. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this MOU. They shall indicate their acceptance of the terms and conditions of this MOU by signing the Letter of Assent (Appendix A) and by delivering a copy to the CM prior to commencement of work on the Project site.

Section 2. All contractors and subcontractors of whatever tier, will arrange and conduct a pre-job conference with the Unions prior to starting work on the Project.

Section 3. The furnishing of materials, supplies, or equipment, and the delivery or removal thereof shall not be considered subcontracting.

ARTICLE XVIII SAFETY AND HEALTH

Section 1. Employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of their employer. Failure to do so may result in immediate dismissal.

Section 2. In order to protect the safety and health of employees, all parties agree to comply with the applicable provisions of state and federal laws and regulations relating to job safety, health and safe work practices, as well as those specific Project safety rules published by the Owner or CM.

Section 3. Pursuant to the Ohio Revised Code, the Owner may institute a reasonable substance abuse policy which may include pre-hire, for cause, post accident/incident and random screening for the use of illicit drugs, alcohol or other prohibited substances. This screening program shall be performed by a recognized physician or laboratory and shall

comply with all federal, state and local regulations. The Owner has the authority to apply a progressive discipline ranging from a written warning to termination of employment in keeping with all applicable laws.

Section 4. It shall be the sole responsibility of each Contractor to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Memorandum of Understanding will make the Union or any of its Local Unions liable to any employees or to other persons in the event that injury of accident occurs.

Section 5. Each Contractor shall provide its employees with a clean, safe area for eating their meals.

ARTICLE XIX GENERAL SAVINGS CLAUSE

Section 1. If any Article or provisions of this Memorandum of Understanding shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Owner and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question. Any final determination that any provision of this MOU violates any law or is otherwise not binding and enforceable, shall have no effect on the validity of the remaining provisions of this MOU.

ARTICLE XX TERM OF AGREEMENT

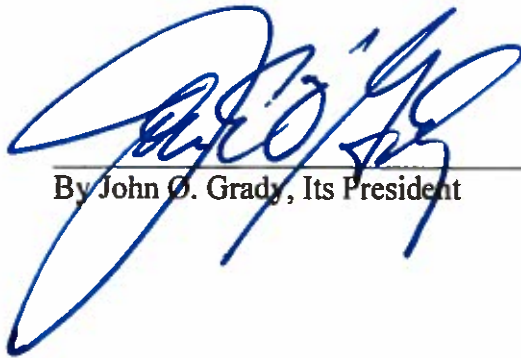
This Memorandum of Understanding shall be effective as of the 2nd day of May, 2017, and shall remain in full force and effect during the entire period of the Project construction described in Article II.

This MOU represents the total results of the parties' bargaining and the entire understanding between the parties. This MOU shall not be amended or supplemented except by the mutual consent of the parties hereto, reduced to writing and duly signed by each.

OWNER

**Board of Commissioners,
Franklin County, Ohio**

**Columbus/Central Ohio Building &
Construction Trades Council**



By John O. Grady, Its President

By Dorsey Hager, Jr.
DORSEY HAGER, JR.
EXECUTIVE SECRETARY-TREASURER

APPROVED AS TO FORM:

RON O'BRIEN
PROSECUTING ATTORNEY
FRANKLIN COUNTY, OHIO

By Ron O'Brien
Assistant Prosecuting Attorney 3 MAY 17

UNIONS

Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers Local 105

By Scott Hammond

Bricklayers and Allied Craftworkers Local 55

By [Signature]

Electrical Workers Local 683

By [Signature]

Elevator Constructors Local 37

By James P. Ott

Heat & Frost Insulators and Allied
Workers Local 50

By [Signature]

Bridge, Structural, Ornamental, & Reinforcing
Iron Workers Local 172

By Benton M. Anderson

Laborers' Int'l Union of North America
Local 423

By Bob McCaskill

Painters and Allied Trades Local 1275

By Christopher K. Huxley

Painters and Allied Trades – Glaziers
Local 372

By Christopher K. Huxley

Operative Plasterers' & Cement Masons'
Int'l Association Local 132

By D. J. Sant

United Association Plumbers & Pipefitters'
Local 189

By Timothy D. Ely

United Association – Sprinkler Fitters
Local 669

By [Signature]

Roofers, Waterproofers and Allied Workers
Local 86

By W. M. [Signature]

Sheet Metal Workers Local 24

By Scott M. Hammond

Int'l Brotherhood of Teamsters Local 284

By Mark [Signature]

United Brotherhood of Carpenters Local 200

By Male Mon

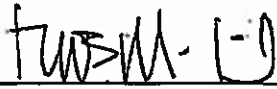
United Brotherhood of Carpenters –
Millwrights Local 1090

By Kate Foster

**ACKNOWLEDGMENT
OF
MEMORANDUM OF UNDERSTANDING**

Gilbane Building Company/Smoot Franklin County JV, having entered into a contract with the Board of Commissioners, Franklin County, Ohio to act as the Construction Manager for the Franklin County, Ohio New Corrections Center (the "Project"), does hereby acknowledge the Memorandum of Understanding ("MOU") entered into between the Board of Commissioners, Franklin County, Ohio and the Columbus/Central Ohio Building and Construction Trades Council with respect to the Project. Gilbane Building Company/Smoot Franklin County JV, as the Construction Manager, further recognizes the applicability of the MOU to the contractors and subcontractors to be employed on the site of the Project consistent with the terms set forth therein.

GILBANE BUILDING COMPANY/SMOOT FRANKLIN COUNTY JV



By Thomas A. Laird, Jr., Its Executive Vice President

ATTACHMENT A

**LETTER OF ASSENT TO THE
MEMORANDUM OF UNDERSTANDING FOR THE
FRANKLIN COUNTY, OHIO NEW CORRECTIONS CENTER PROJECT**

Pursuant to the provisions of the Memorandum of Understanding for the Franklin County, Ohio New Corrections Center Project, the undersigned party hereby agrees that it will comply with and be bound by all of the terms and conditions of the Memorandum of Understanding and agrees to all approved amendments or revisions thereto.

This Letter of Assent shall ONLY apply to the above-referenced Project site and shall remain in effect for the duration of the above-referenced Project, after which this understanding will automatically terminate without further notice.

For the Contractor: (Subcontractor(s) of whatever tier)

Name of Contractor: _____

Name and Signature of Authorized Person:

(Print Name) _____

(Title) _____

(Signature) _____

(Phone #) _____

(Email) _____

(Date) _____

ATTACHMENT B

**MEMORANDUM OF UNDERSTANDING
GRIEVANCE FORM**

Grievance No.:	Date: / /
-----------------------	---------------------

Employer:
Union:

Grievant Name:	SS No.:	Date Grievance Occurred: / /
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Nature of Grievance. Be specific (attach additional pages as required):

State MOU Article(s) and/or MOU Section(s) allegedly violated:	
Articles:	Sections:

Settlement Desire:

Date: / /	Signature of Grievant:
Date: / /	Signature of Grievant:

**MEMORANDUM OF UNDERSTANDING
GRIEVANCE FORM**

Grievance No.:	Date / /
Grievant Name:	Union:

Step 1

Resolution:	
Date: _/ _/ _	Grievant Signature:
Date: _/ _/ _	Union Rep. Signature:

Step 2

Disposition of Grievance:	
Date: _/ _/ _	Employer Rep. Signature:
Date: _/ _/ _	Union Rep. Signature:

Step 3

Disposition of Grievance:	
Date: _/ _/ _	Ind. Rel. Mgr.:
Date: _/ _/ _	BM or Int. Rep: