



BrickerConstructionLaw.com

*A Discussion of Current Laws, Regulations and Practices for
all participants in the Construction Industry*



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Public Bidding Seminar, OSHA Record Keeping Requirements Highlighted in Winter Issue

We begin our winter issue with some examples of public bidding scenarios that are all too common in today's economy. Public owners and contractors need to be thoroughly familiar with the bid process in light of increased competition for construction work. Author Sam Wampler outlines some common issues that have arisen in the past and how those issues affected both the owners and the contractors involved. Sam provides specific examples of bid disputes regarding a public owner's authority to solicit alternates and a school district's authority to require the payment of prevailing wages on a project. The article also discusses Bricker & Eckler's February 18, 2010 seminar; Bricker & Eckler's 3rd annual program on bidding for construction contracts in Ohio. Registration information for the program can be found at the end of the article.

In our “What the Courts Are Saying” column we start with a case from the Ohio Court of Appeals for Franklin County. A contractor and subcontractor defend against allegations that they failed to pay prevailing wage on a construction project. Our second case this month comes from the Ohio Court of Appeals for Warren County. There the Court determined if an arbitration provision applied only to the warranty section it was located in or to the entire construction contract.

In the OSHA Corner, Andrew Balcar covers OSHA's National Emphasis Program on record keeping. Is your company prepared for an OSHA inspection? The article also covers OSHA's

recent rescission of its alternative fall protection measures for residential construction. Residential construction contractors likely know that they were permitted to use alternative measures in lieu of the standard fall protection procedures. The rescission of the OSHA Directive now means residential construction contractors need to adapt to new requirements by revising their company safety procedures. The article wraps up with OSHA's most cited standards for the October 2009 through September 2010 period.

Also, in this issue you will find an announcement regarding our listing of other upcoming seminars.

Taking Registrations for Bidding for Public Construction Contracts in Ohio

To reserve your spot, go to www.bricker.com/learning-events.aspx or call 1-800-750-1525 or 614-227-4989.

Understanding the Competitive Bidding Process in Ohio



Samuel Wampler
Partner
BRICKER CONSTRUCTION

Highlights: Public improvements account for a significant amount of construction spending each year in Ohio. Most construction contracts for public improvements of any significance require competitive bidding. Competitive bidding for construction contracts sometimes leads to hotly contested issues in court and often results from unfamiliarity with the issues presented. In this article, Sam Wampler touches on key issues in the area of competitive bidding.

Over the past few years, economic conditions have increased the competition for construction contracts for public improvements making the understanding of the issues presented in any given solicitation more important than ever. The need to get projects started that will provide employment and improvements to our infrastructure is critical from both a short-term and long-term perspective. To help facilitate this understanding, Bricker & Eckler LLP will sponsor its third annual program on bidding for construction contracts in Ohio on February 18, 2011.

Like last year, the upcoming program will be presented in a workshop format. It will be a full-day program consisting of the presentations on issues important to a basic understanding of the bidding and contract-award process, followed by afternoon workshop sessions where participants will work in small groups to tackle the challenges presented by hypothetical bid solicitations.

After working through the issues, the groups will reconvene for a review of their processes and decisions. Through this hands-on style of learning, participants will be afforded a safe and risk-free opportunity to address issues presented in the real world of competitive bidding.

In Ohio, competitive bidding for construction projects generally includes the following components:

- Bid solicitation (advertisement for bids). R.C. 153.06, .07.
- Bid documents (drawings and specifications along with instructions to bidders, including bid criteria, and other contract documents). R.C. 153.01.

- Addenda (changes in the bid documents before bid opening). R.C. 153.12(A).
- Bid guaranty. R.C. 153.54.
- Bid opening. R.C. 153.12(A).
- Bid evaluation. R.C. 9.312.
- Standard of award. Varies with type of owner.
- Award of contract. R.C. 153.12(A), time limitations.

Specific reference to all possible provisions of the Ohio Revised Code is beyond the scope of this article. The statutory references cited in this article are general in nature and are given by way of example. Depending on the type of project and the public owner involved, there may be other provisions that apply. You will find these components sprinkled throughout the Ohio Revised Code with their application dependent on which political subdivision they apply to.

It really is hard to predict what type of issue may arise during the competitive bidding process. What will happen when an issue does arise, however, becomes more predictable once you know what the stakes are and have identified the issue. Having a good working knowledge of how the process works, what options are available in a given situation and what impact, if any, a bid dispute may have on the project and relationships of the parties can be invaluable in terms of managing the process. Let's look at a few examples of issues that have arisen in the past and how those issues impacted the parties.

Example 1: A Public Owner's Authority to Solicit Alternates

A few years ago we became involved in a bid dispute over a solicitation for a multi-million dollar HVAC contract for a school. This particular school district was a rural school district and had installed HVAC systems at two of its other school buildings that were made by the same manufacturer. The district's technical people were well trained to maintain those systems.

When it came time to build a new school building, the governing board had plans and specifications prepared that allowed bids to be submitted using any one of three manufacturers. It also asked bidders to submit a specific alternate price (we will call it Alternate 1) for using only the manufacturer for the existing buildings. In this way the board could

determine how much more, if anything, it would cost to maintain uniformity for its HVAC systems throughout all three schools.

Obviously, if it were too expensive it could simply go with the lowest bid without regard to which manufacturer made the equipment. But, if the cost looked acceptable, the board could select Alternate 1 and award on the basis of the base bid and Alternate 1 as provided for in the specification. In this way several manufacturers had the opportunity to quote the price for the equipment, and the board could then choose what was in its district's best interest taking into account consistency of equipment and initial cost.

This was a sound approach and all of the bidders submitted their bids in accordance with the solicitation. Bidder A was the low base bidder, but when the amount of Alternate 1 was added to its base bid, it became the second low bidder. On the other hand, Bidder B was the second low base bidder, but when the amount of Alternate 1 was added to its base bid, it became the low bidder. This was because Bidder B's alternate bid was much lower than Bidder A's alternate bid. Bidder A filed a lawsuit that not only challenged the board's authority to award the contract to Bidder B, but also challenged its authority to require bids for Alternate 1.

Fortunately, the case proceeded to trial quickly and the trial judge overruled Bidder A's challenge to the bidding process. The court held that the board had acted within its authority to specify the contract for which it sought bids. The court also held that the board did not abuse its discretion in awarding the contract to Bidder B.

Essentially, the court recognized the board's authority to not only determine what it needed from a design standpoint, but also to determine what was in the district's best interest, and that such determination could take into account long-term maintenance issues presented by using HVAC equipment. Therefore, the board acted rationally within its authority and that satisfied the court.

Example #2: A Public Owner's Discretion to Specify Wages

In another matter a school district board decided that it wanted workers on its project to be paid at rates equal to or greater than the prevailing wages for the county in which the project was being built. An open shop labor association and one of the bidders decided to challenge the board's authority to specify wages in the contract being solicited.

Before bids were even opened the bidder and the association filed a lawsuit to stop the bidding until such

time as the wage specification was removed. While the case presented some interesting procedural and legal issues, the issue of interest to the school district was whether it could specify prevailing wages on its project.

The lawsuit was filed on a Thursday and the following Tuesday the parties went to trial. After a full day of testimony and legal arguments the court took the matter under submission. The main issue was whether a school district that is exempt from the prevailing wage laws can nevertheless require payment of prevailing wages on its project.

In 1997, the General Assembly enacted legislation that exempted school district boards from the prevailing wage laws. While exempting school district boards from prevailing wages, however, the General Assembly did not prohibit the boards from requiring payment of prevailing wages as an option.

Like many bid disputes, the court was interested in two things: 1) was the school district board acting within its authority when it specified wages on its project; and 2) did it abuse its discretion in specifying prevailing wages. In other words, did the board have the power to do what it did and in so doing did it abuse that power in some way.

The court decided that the General Assembly did not prohibit a school district board from specifying prevailing wages on its projects and that it had the authority to do so. The court also decided that the school district board did not abuse its discretion in specifying prevailing wages. The matter went to the court of appeals and the decision of the trial court was upheld. The Supreme Court of Ohio declined to hear any further appeal.

As you can see from these examples, bid disputes can arise from issues related to any number of issues. Bidders are always looking for opportunities to obtain a contract. The better understanding the bidders have of the process and the better understanding the owners soliciting bids have, the less the parties are likely to end up in court.

Identifying and understanding the "standard of award" and how it is applied is crucial to any successful prosecution or defense of a bid contest. It is against this standard that a court will measure the owner's discretion in awarding the contract, so it is critical to understand which standard applies, how it is to be applied, and whether it was applied correctly (enough) in the project for which bids were sought.

The court decided that the General Assembly did not prohibit a school district board from specifying prevailing wages on its projects and that it had the authority to do so.

This is not to say that all components of competitive bidding should not be thoroughly analyzed, it is just to say that with most bid disputes a court is ultimately going to be asked to resolve the issue of whether the public owner abused its discretion in awarding the contract.

An entire book could be written about the competitive bidding process for construction contracts in Ohio. This article is intended only to scratch the surface.

Join us February 18, 2011 at the Third Annual Bidding for Construction Contracts in Ohio Workshop and participate interactively to learn more about the competitive bidding process and how you can participate effectively in the public construction industry in Ohio.

For more details and registration, contact Amy Abbey at aabbey@bricker.com or 614-227-2300, or visit our website at www.bricker.com/learning-events.

What the Courts Are Saying...



In each issue, BrickerConstructionLaw.com summarizes recent decisions of state and federal courts that may affect construction projects and those involved with them in Ohio, Indiana, Kentucky, and Michigan. From time to time, we may even include cases from other states if they seem particularly relevant. Members of Bricker & Eckler's construction group highlight what the courts have said in these cases to keep you informed about decisions that may affect your business and your interests, but the summaries themselves are neither legal advice nor legal opinion. If we overlook a case that you think is significant, email our editor, Andrew Balcar, with your suggestions or comments. We can always use feedback, and we would enjoy hearing from you!



Andrew Balcar
Department Attorney
BRICKER CONSTRUCTION

In this issue we start with a case from the Ohio Court of Appeals for Franklin County. A contractor and subcontractor defend against allegations that they failed to pay prevailing wage on a construction project. Our second case this month comes from the Ohio Court of Appeals for Warren County. There the Court determined if an arbitration provision applied only to the warranty section it was located in or to the entire construction contract.

Court Considers Contractors' Alleged Violation of Prevailing Wage Law

Prevailing wage remains a hot issue in the construction industry in Ohio. Recent cases have involved a wide variety of issues related to the application and payment of prevailing wage on construction projects throughout Ohio. Can schools in Ohio require the payment of prevailing wage on a construction project? Do contractors need to pay prevailing wage to off-site workers preparing materials for use on the project site? Does a developer need to pay prevailing wage when funds provided by the State are used for either the acquisition of land or construction of a structure on the land?

The most recent case, *Pruneau v. State*, 2010 Ohio 6043 (Ohio Ct. App., Franklin County Dec. 9, 2010),

focused on alleged prevailing wage violations committed by a contractor and its subcontractor. First, did the subcontractor intentionally violate prevailing wage laws when it provided certified payroll reports showing fringe benefits were paid when the subcontractor failed to actually pay the fringe benefits?

The subcontractor "certified on its payroll reports '[t]hat the fringe benefits have been paid as indicated above.'" The subcontractor asserted that "the language is superfluous, since R.C. § 4115.13(H)(1) requires only that the wages shown complied with the contract provisions." The subcontractor further asserted that industry practice is for the subcontractor to make payments to the pension plan some time after the certified payroll report is filed.

The court, however, disagreed with the subcontractor's view of the certification. According to the court, even if industry practice is to make payments into the pension plan at some point after submitting the certified payroll report, the subcontractor waited more than one year before making the payment into the pension plan. The subcontractor made the payment more than one year after the prevailing wage report was submitted and only after the Department of Commerce started to investigate the matter. In addition, the subcontractor's president testified that "although

it was always her intention to pay the fringe benefits, she did not do so because [the contractor] did not have the funds to make the payments.”

A second issue in *Pruneau* was whether there was a due process violation when the Department of Commerce sent a notice letter to the contractor indicating the contractor violated R.C. § 4115.13(H)(1), but the Department of Commerce ultimately determined that the contractor violated R.C. § 4115.13(H)(4). The court reversed the judgment of the common pleas court because the letter specifically referred to subsection (H)(1) and not to subsection (H)(4).

The contractor apparently focused its defense on the alleged violations of subsection (H)(1). Only subsection (H)(1) was at issue. The appellate court determined that had the contractor known it was being charged with a violation of subsection (H)(4) the contractor could “have presented additional or different evidence, or even used a different defense strategy, in light of the additional charge.

Arbitration Provision in Warranty Section Applies Only to Construction Defects

What happens when an arbitration provision is embedded in the contract section that provides the contractor’s warranty? Does the provision apply to the entire contract or to the warranty provisions alone? The answer can be found in *Cooper v. Chateau Estate Homes, LLC*, 2010-Ohio-5186.

In *Cooper*, the plaintiff-appellant appealed the lower court’s decision to stay proceedings and to compel arbitration. The plaintiff entered into a contract where the builder would construct a home for plaintiff. The plaintiff, however, was unable to secure financing. An agent for the builder allegedly promised the plaintiff that he would be able to obtain financing on behalf

of the plaintiff. Plaintiff signed a contract agreeing to pay the builder \$1,599,000 for the construction of a new home. The plaintiff was again unable to obtain financing.

The builder filed a demand for arbitration and the plaintiff filed a complaint in the Warren County Court of Common Pleas. The court stayed the proceedings pending arbitration, a decision that plaintiff appealed.

The arbitration provisions at issue were embedded in a section titled “CONTRACTOR’S WARRANTY.” The section had five paragraphs with the final paragraph including the arbitration provision. The paragraph stated, in part, that “[a]ny controversy, claim or other matter arising out of or relating to this Contract, or breach thereof, shall be settled in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof.”

The plaintiff argued that the arbitration provision only applied to claims about construction defects. The builder, however, asserted that the arbitration provision applied to any claims arising out of the agreement.

The court determined that when reading the arbitration provision in the context of the entire section titled Contractor’s Warranty “ambiguity exists because the clause appears to apply only to claims arising from the warranty.” According to the court, had Chateau wanted the warranty to apply to the entire agreement “it should have placed the clause in a conspicuous location.” The matter was, as a result, remanded to the common pleas court for further proceedings.

The court determined that when reading the arbitration provision in the context of the entire section titled Contractor’s Warranty “ambiguity exists because the clause appears to apply only to claims arising from the warranty.”

Upcoming Seminars

Involving Bricker & Eckler LLP Attorneys

For Registration Information, call or email Amy Abbey at (614) 227-4989 or aabbey@bricker.com.

Date & Time	Seminar	Location	B&E Speakers	Sponsors
2.18.2011 (Full day program)	Bidding for Public Construction Contracts in Ohio	The Conference Center at OCLC Dublin, OH	K. Brown; D. Cullimore; S. Davis; M. Evans; S. Gillis; B. Hyden; C. McCloskey; J. Rosati; D. Shevelow; S. Wampler	Bricker & Eckler LLP



Dispute Resolution Services



Samuel Wampler, Mediator
Partner, Bricker & Eckler LLP

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Construction disputes are often complex and expensive, and a great majority are ripe for resolution through mediation, because it offers parties the opportunity to resolve their disputes more cost-effectively than a trial in court or arbitration. The opportunity for success in mediation starts with selection of a skilled and experienced mediator who understands the dispute resolution process and has training and experience to guide the parties to their best opportunity for a win-win result.

Sam Wampler has 30+ years of experience as a trial attorney, mediator, arbitrator, civil settlement officer, and referee. He has litigated and settled hundreds of matters on behalf of contractors, owners, and design professionals over the years.

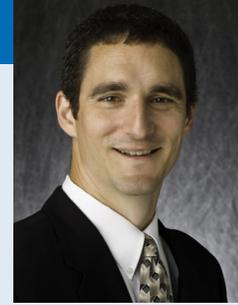
- **Reputation** – Sam has been recognized by Chambers USA as a leading attorney in Ohio construction law and is described as “a clever and hard-working lawyer” who is “easy to get along with.” He is a member of the Million Dollar Advocates Forum and has been recognized in California for his work in the Civil Law Settlement program and for distinguished service as Judge Pro Tem of the Superior and Municipal Courts in San Diego County.
- **Experience** – Sam served two years as chair of the Columbus Bar Association’s ADR Committee and has served as both a private mediator and mediator for various Ohio courts since 1998. Sam has conducted bench trials, arbitrations and jury trials in a variety of civil claims involving construction, engineering, fraud and real estate. He also serves by appointment as an arbitrator in construction disputes for the American Arbitration Association.
- **Knowledge** - Sam has written extensively on the topic of mediation and alternative dispute resolution techniques. His articles are available at www.BrickerConstructionLaw.com.
- **Training** – Sam has completed intensive studies in negotiation, advanced negotiation and mediation at Harvard Law School, and studied Advanced Mediation Techniques for Multi-Party and Complex Disputes at the Center for Dispute Settlement. He also participated as a select member in the Advanced Commercial Mediation Institute.
- **Cost-effective** – Mediation can be a very cost-effective method of resolving a complex construction dispute. There are always at least two or more parties involved. Sam can quote a daily rate that, when divided, usually represents a very small expense in comparison to other resolution options.
- **Teamwork** – Sam offers co-mediation, an effective service for disputes that involve highly technical issues. Partnering with a Bricker & Eckler Construction Department member who is a professional engineer or licensed architect, Sam manages the dispute resolution process while establishing a strong line of communication on the technical issues between the parties, providing the best opportunity for resolution.
- **Convenient** – The Bricker & Eckler LLP offices in Columbus, Cincinnati/Dayton or Cleveland will accommodate most mediations with no additional facility charges.

For further information or to schedule a mediation with Sam, please call Kathy Parker at 614-227-4956 or e-mail at kparker@bricker.com.

What's New in the World Of Job Safety?

The Occupational Safety and Health Administration (OSHA) can seriously affect employers, manufacturers, contractors or construction projects. Compliance with OSHA regulations can be time consuming and tedious, but it is essential to maintain a viable position in any industry. In this issue we will report on topics of interest in the world of OSHA.

OSHA Corner



Andrew Balcar
Department Attorney
BRICKER CONSTRUCTION

Is Your Organization Prepared for an OSHA Record-Keeping Inspection?

In an effort to protect private employees from injury and illness, the Occupational Health and Safety Administration (OSHA) initiated a National Emphasis Program on Injury and Illness Record-keeping (NEP) on September 30, 2009. On September 28, 2010, OSHA published Directive Number 10-07 which increased the scope of the NEP, and pushed the NEP's expiration date back to February 19, 2012, unless it is replaced by a new notice.

OSHA's Goal

All employers are required to annually complete an OSHA Form 300. This log indicates the injuries suffered by employees while on the job during the year. OSHA has determined that under-recording of injuries and illnesses may exist in some establishments that have low injury and illness rates despite operating in historically high-rate industries. OSHA's goal through the NEP is to make sure employers are accurately completing the OSHA Form 300 by correctly recording all injuries and illnesses that occur in the workplace.

Industries Affected by the NEP

Through the directive, OSHA has targeted several employers, mainly in the manufacturing and health services industries, for inspections to determine

if the employers are correctly completing the OSHA Form 300. However, all employers should be aware of OSHA's efforts, because OSHA plans "to develop other enforcement and quality assurance programs to address the recordkeeping issue in establishments and industries outside the scope of [the] NEP."

Inspection Procedures

When conducting an inspection the compliance officer will verify the establishment's North American Industry Classification System (NAICS) code to make sure it falls within the group of industries being targeted by OSHA. If, however, the code is not on the list of industries targeted by OSHA, the compliance officer will still carry out the inspection unless the correct NAICS code is exempted from recordkeeping requirements.

An inspection begins with a review of the employer's OSHA Form 300. The compliance officer will then review medical records, workers' compensation records, insurance records, payroll/absentee records, company safety incident reports, company first-aid logs, alternate duty rosters and disciplinary records pertaining to injuries and illnesses. The compliance officer will then determine a sample size and use the employer's records to recreate the OSHA Form 300. The differences in the two forms may indicate a failure on the part of the employer to properly complete

the form. Compliance officers may even interview the record keeper, employees, management, first-aid providers, and health care professionals. Once the record-keeping inspection is complete, the compliance officer is then required to conduct a limited walk-around inspection.

Recent Inspections

Failing to record injuries and illnesses on the OSHA Form 300 can lead to some hefty fines. For example, on April 28, 2010, Lowe's Home Centers in Cincinnati and Dayton, Ohio, were cited for \$110,000 in proposed penalties. In October of last year, AK Steel in Middletown, Ohio, was cited for \$53,000 in proposed penalties. Also in October, Lowe's Home Center's regional distribution center was cited for \$182,000 in proposed penalties. Each citation involved alleged violations for failure to correctly record accidents and injuries on an OSHA Form 300.

Best Practices

The best approach to comply with OSHA's record-keeping requirements is to make sure the person completing the OSHA Form 300 has received thorough training. More information about OSHA's record-keeping requirements can be found on OSHA's Web site (<http://www.osha.gov/recordkeeping/index.html>). Another key is to be fully aware of your rights and obligations when responding to an OSHA inspection.

OSHA Rescinds Interim Fall Protection Guidelines for Residential Construction

For approximately 15 years OSHA has maintained, in one form or another, a directive allowing employers to use alternative fall protection measures under certain circumstances. The most recent form of this directive permitted employers to use alternative fall-protection measures where the employer was engaged in “residential construction” and where the employer was performing specific activities. Residential construction also included, under specific circumstances, discrete portions of large commercial buildings. The alternative fall-protection measures did not have to be in writing, and employers did not need to determine that conventional fall protection was infeasible before using the alternative measures.

On December 16, 2010, OSHA rescinded directive STD 3.01A due to the high number of fall-related fatalities in residential construction. OSHA also cited the lack of

persuasive evidence that the most residential construction employers would not be able to comply with the existing rules because of infeasibility or because compliance would create a greater hazard. In place of STD 3.01A, OSHA issued directive 03-00-001 to provide additional compliance guidance for employers.

What do employers need to do now? OSHA provided the following guidance in a recent Question and Answer publication:

- Employees working six feet or more above lower levels must be protected by conventional fall-protection methods listed in 1926.501(b)(13) (i.e., guardrail systems, safety net systems, or personal fall-arrest systems) or alternative fall-protection measures allowed by other provisions of 29 CFR 1926.501(b) for particular types of work.
- An example of an alternative fall-protection measure allowed under 1926.501(b) is the use of warning lines and safety monitoring systems during the performance of roofing work on low-sloped roofs. (4 in 12 pitch or less). (See 1926.501(b)(10)).
- When the employer can demonstrate that it is infeasible or creates a greater hazard to use required fall-protection systems, a qualified person must develop a written site-specific fall-protection plan in accordance with 1926.502(k) that, among other things, specifies the alternative fall-protection methods that will be used to protect workers from falls.

For more information about residential fall protection, take a look at OSHA’s residential fall-protection page: http://www.osha.gov/doc/residential_fall_protection.html.

OSHA’s Greatest Hits – Most Cited Standards for 2010

Each year OSHA publishes a list of the most frequently cited standards that resulted from inspections of worksites by federal OSHA. The purpose of publishing the list is to prompt employers to evaluate their worksites and fix any hazards that are addressed by these standards. The following were the top 10 most frequently cited standards in fiscal year 2010 (October 1, 2009 through September 30, 2010):

1. Scaffolding, general requirements, construction (29 CFR 1926.451)
2. Fall protection, construction (29 CFR 1926.501)
3. Hazard communication standard, general industry (29 CFR 1910.1200)
4. Ladders, construction (29 CFR 1926.1053)
5. Respiratory protection, general industry (29 CFR 1910.134)
6. Control of hazardous energy (lockout/tagout), general industry (29 CFR 1910.147)
7. Electrical, wiring methods, components and equipment, general industry (29 CFR 1910.305)
8. Powered industrial trucks, general industry (29 CFR 1910.178)
9. Electrical systems design, general requirements, general industry (29 CFR 1910.303)
10. Machines, general requirements, general industry (29 CFR 1910.212)
3. Safety training and education, construction (29 CFR 1910.21)
4. Control of hazardous energy (lockout/tagout), general industry (29 CFR 1910.147)
5. Machines, general requirements, general industry (29 CFR 1910.212)
6. General duty clause (Section 5(a)(1) of the OSH Act)
7. Excavations, requirements for protective systems, construction (29 CFR 1926.652)
8. Lead, general industry (29 CFR 1910.1025)
9. Grain handling facilities (29 CFR 1910.272)
10. Ladders, construction (29 CFR 1926.1053)

The following are the standards for which OSHA assessed the highest penalties in fiscal year 2010 (October 1, 2009 through September 30, 2010):

1. Fall protection, construction (29 CFR 1926.501)
2. Electrical, general requirements, construction (29 CFR 1926.403)

Source: http://www.osha.gov/dcspl/compliance_assistance/frequent_standards.html



Bricker & Eckler LLP Presents *An Interactive Workshop*

The 3rd Annual Bidding for Public Construction Contracts in Ohio

WHEN

Friday, February 18, 2011

Registration will begin at 7:30 a.m. Program begins at 8:00 a.m. Program concludes at 4:45 p.m.

LOCATION

The Conference Center at OCLC

6600 Kilgour Place, Dublin, Ohio 43017-3395
614.761.5077

COST*

\$199

- Early bird registration through February 10, 2011
- Members of sponsoring organizations
- 2 or 3 from same organization

\$239

- Regular registration

Special Rates

- Four or more from same organization—Call for special pricing

* Additional 10% discount for 2010 Top Gun attendees

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- 6.75 AIA Learning Units (Pending)
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QUESTIONS

Contact Amy Abbey at 800.750.1525 or by email at aabbey@bricker.com

HOW TO REGISTER

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By Mail: Bricker & Eckler LLP
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