

**Dellroy Community Center Improvements**  
**4 West Main St., Dellroy, Ohio**  
**Carroll County**

**BID/CONTRACT**  
**FOR:**  
**Dellroy Community Center Improvements**

**July 24, 2024**

**Carroll County Commissioners**  
119 S. Lisbon St. Suite 201  
Carrollton, Ohio 44615

**Project:** Dellroy Community Center Improvements  
4 W Main Street  
Dellroy, Ohio 44620

**Owner/Grantee:** Carroll County Commissioners  
119 S. Lisbon St., Suite 201  
Carrollton, Ohio 44615  
Attn: Tom Konst  
Telephone: 740-622-0529  
E-mail: [susan@ordevelopment.com](mailto:susan@ordevelopment.com)

**Improvement Recipient:** Village of Dellroy  
P.O. Box 174  
Dellroy, Ohio 44620  
Representative: Mayor Amy Harkless  
Telephone: 330-735-3228  
E-mail: [villageofdellroymayor@gmail.com](mailto:villageofdellroymayor@gmail.com)

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Reprint of HUD-4010 (pp. 1 - 8) Revised

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**NOTICE TO CONTRACTORS**

**SECTION A**



## NOTICE TO CONTRACTORS

Sealed proposals for separate or combined Prime Contracts for the Dellroy Community Center Improvements, 4 W. Main St., Dellroy, Ohio, in Carroll County will be received by the Carroll County Commissioners at their office located at 119 S. Lisbon St., Suite 201, Carrollton, Ohio 44615, until 9:00am local time on August 15, 2024. and then at said office opened and read aloud. An electronic version of the bid package may be provided at no charge in the Public notices section of the Commissioners' website at <https://carrollcountyohio.us/> or by emailing a request to [susan@ordevelopment.com](mailto:susan@ordevelopment.com). Bidding Documents may be also obtained at the Carroll County Commissioners office upon payment of \$10.00. Checks should be made payable to Carroll County Commissioners. Bidding Documents are not returnable for a refund. Bids are to be submitted on the Bid Forms furnished with the Bidding Documents. Each bid must be accompanied by either a bid bond in an amount of 100% of the bid amount with a surety satisfactory to the aforesaid Carroll County Commissioners or by certified check, cashier's check, or letter of credit upon a solvent bank in the amount of not less than 10% of the bid amount in favor of the aforesaid Carroll County Commissioners. Proof of Authority of the official or agent signing the bond must accompany Bid Bonds.

Total Project Estimate is \$117,265.00.

Each proposal shall be submitted on the Bid Form and sealed in an envelope clearly marked as containing a Bid, labeled as "Dellroy Community Center Improvements", and indicate the Item #(s) of the Bid. If the sealed bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope shall be similarly clearly marked. Bids shall be sealed and mailed or delivered to:

Carroll County Commissioners Office  
119 S. Lisbon St., Suite 201  
Carrollton, Ohio 44615  
Attn: Tom Konst

The owners intend and require that this project be completed within 90 days of Notice to Proceed.

**There will be a mandatory pre-bid meeting for this project.** Every Prime Bidder is required to attend the meetings. The pre-bid meeting will be held at **12:00pm on Thursday, August 1, 2024**, at the Dellroy Community Center at 4 W. Main St., Dellroy, Ohio.

**Bidders must comply with federal labor standards and prevailing wage rates in accordance with the Davis-Bacon Act.**

Bids shall be subject to the condition that the right is reserved to hold bids for a period not longer than 60 days after the date of opening and/or to award at any time during the period.

Carroll County reserves the right to waive any informality or to reject any or all bids. Attention of bidders is called to all the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100% of the contract price. No bidder may withdraw his / her bid within thirty (30) days after the actual date of the opening thereof.

Published by Order of the Carroll County Commissioners  
Adv: July 24, 2024, July 31, 2024

**INSTRUCTIONS TO BIDDERS  
SECTION B**



**INSTRUCTIONS TO BIDDERS**

A. **RECEIPT AND OPENING OF BIDS:** The Carroll County Commissioners invite bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Carroll County Commissioners at their office located at 119 S. Lisbon St., Suite 201, Carrollton, Ohio 44615 until 9 o'clock AM, August 15, 2024 and then immediately following, the bids will be publicly opened and read aloud at that location. **Each proposal shall be submitted on the Bid Form and sealed in an envelope clearly marked as containing a Bid, labeled as “Dellroy Community Center Improvements”, indicate the Item #(s) of the Bid on the envelope. If the sealed bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope shall be similarly clearly marked.** Bids shall be sealed and addressed and mailed or delivered to the Carroll County Commissioners, 119 S. Lisbon St., Suite 201, Carrollton, Ohio 44615.

**The Carroll County Commissioners may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids.** Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within thirty (30) days after the actual date of the opening thereof.

2. **PREPARATION OF BID:** Each bid must be submitted on the prescribed form and accompanied by a Bid bond, Certified Check or Letter of Credit, the Non-Collusion Affidavit, and the Statement on Delinquent Taxes. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted. In case of discrepancies of written words and figures, the prices written in words shall govern.

Each bid must be submitted in a sealed envelope, bearing on the outside, the name of the bidder, his/her address, and the name of the project and Item #(s) for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. **MODIFICATION OF BID:** Any bidder may modify his/her bid at any time prior to the scheduled closing time for recipient of bids. Modifications to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.

4. **METHOD OF BIDDING:** If the lowest funds responsive bid received exceeds the amount of funds available to finance the contract, the Carroll County Commissioners may:

- a. Reject all bids;
- b. Augment the funds available in an amount sufficient to enable award to the lowest responsive bidder or bidders; and
- c. Take the base bid less a number of items as listed on the proposal form as to produce a net amount which is within available funds.

The estimate on this project is: \$117,265.00

(a) Item 1: Roof Replacement .....	\$26,900.00
(b) Item 2: Electrical Work .....	\$17,920.00
(c) Item 3: Plumbing .....	\$6,339.00
(d) Item 4: Flooring .....	\$46,688.00
(e) Item 5: General Construction .....	\$11,500.00
(f) Item 5: Fence Installation .....	\$7,918.00

5. **QUALIFICATIONS OF BIDDER:** The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
6. **BID SECURITY:** Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of the bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of the bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
7. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
8. **CONDITIONS OF WORK:** Each bidder must inform himself/herself fully to the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
9. **OBLIGATION OF BIDDER:** At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
10. **EXAMINATION OF SITE:** **There will be a mandatory pre-bid meeting for this project.** Every Prime Bidder is required to attend the meetings. The pre-bid meeting will be held at 12:00pm on Thursday, August 1, 2024 at the Dellroy Community Center at 4 W. Main St., Dellroy, Ohio. Each bidder shall, and is hereby directed to, inspect the entire site of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection herewith.
11. **WORKING FACILITIES:** The pre-bid tour will give access to assess the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.
12. **ADDENDA AND INTERPRETATIONS:** No official interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Request for such interpretation should be in writing addressed to Susan Moore, 200 Main St.-Annex Building, Coshocton, Ohio 43812 or emailed to [susan@ordevelopment.com](mailto:susan@ordevelopment.com), and to be given consideration, must be received by Wednesday, August 7, 2024. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, by Monday, August 12, 2024. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

13. **SIGNATURE OF BIDDERS:** The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In case of a corporation, the title of the officer signing must be state and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the

firm". In the case of an individual, use the terms "doing business as", or "sole owner". The bidder shall further state, in his proposal, the name and address of each person or corporation interested therein.

14. **NOTICE OF SPECIAL CONDITIONS:** Attention of the bidder is particularly called to those parts of the General Contract Conditions and other contract documents and specifications which deal with the following:

- a. Insurance and workers compensation requirements
- b. Federal Labor Standards Provisions, including Davis-Bacon wage rates
- c. Requirement for a payment bond and performance bond for 100% of contract price
- d. Requirement that all subcontractors be approved by the Owner
- e. Time-for-completion and liquidated damages requirements
- f. Safety standards
- g. Contractor's responsibility to obtain permits
- h. Affirmative Action and Equal Opportunity provisions

15. **ADDITIONAL OBLIGATIONS UPON CONTRACT AWARD:** Upon award of the contract, but prior to execution of the final agreement and notice to proceed, the contractor shall submit all the following documents, completed as required:

- a. Acceptance of Notice of Award
- b. Contract
- c. Insurance certificate(s) and/or policy(ies) including Workers' Compensation
- d. Performance bond
- e. Contractor's Section 3 Plan with Table A and Table B (*If applicable*)
- f. Certification of Bidder Regarding Equal Employment Opportunity
- g. Certification(s) of (all) Proposed Subcontractors Regarding Equal Employment Opportunity
- h. Certification of Bidder Regarding Section 3 and Segregated Facilities (*If Applicable*)
- i. Certification(s) by (all) Proposed Subcontractors Regarding Section 3 and Segregated Facilities (*If applicable*)
- j. Certification by Contractor and Subcontractors of Compliance with Air and Water Acts
- k. Contractor's Certification concerning Labor Standards and Prevailing Wage Requirements
- l. (All) Subcontractor's Certification(s) concerning Labor Standards and Prevailing Wage Requirements

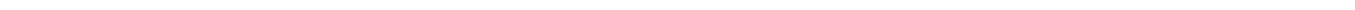
16. **FOREIGN CORPORATIONS AND CONTRACTORS**

A. Foreign Corporations

Definition: "Foreign corporation" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Ohio Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code.

**GENERAL CONTRACT CONDITIONS**

**SECTION C**



## GENERAL CONTRACT CONDITIONS

1. **BREACH OF CONTRACT TERMS.** Any violation or breach of terms of this contract on the part of the Contractor may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
2. **TERMINATION OF CONTRACT FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Owner, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor, and the Owner may withhold any payment to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

3. **TERMINATION FOR CONVENIENCE.** The Owner may terminate this Contract at any time giving at least ten (10) days' notice in writing to the Contractor. If the Contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.
4. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, familial status, handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, familial status, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provision of this non-discrimination clause.
  - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment with regard to race, creed, sex, color, age, familial status, handicap, or national origin.

- c. The Contractor will cause the foregoing provisions inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontract for standard commercial supplies or raw materials.
  - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner's Department of Housing and Owner Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the Contractor's non-compliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Owner's Department of Housing and Owner Development may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner's Department of Housing and Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
5. **CIVIL RIGHTS ACT OF 1988, AS AMENDED.** Under Title VI of the Civil Rights Act, as amended, no person shall, on the grounds of race, color, creed, sex, familial status, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT. AS AMENDED.** No person in the United States shall on the grounds of race, color, national origin, familial status, handicap, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
7. **SECTION 3 COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES.**  
Not Applicable

8. **COMPLIANCE WITH THE COPELAND ACT.** The Contractor shall comply with the Copeland "Anti- Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
9. **COMPLIANCE WITH THE DAVIS-BACON ACT.** The Contractor shall comply with the Davis-Bacon Act the Davis-Bacon Act {40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations {29 CFR part 5).
10. **COMPLIANCE WITH §103 AND §107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**
  - a. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty {40} hours in such workweek
  - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (a) of this section, the contractor, and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph a of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty {40} hours without payment of the overtime wages required by the clause set forth in subparagraph a of this section.
  - c. Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contract, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act with is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph b of this section.
  - d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs a through d of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs a through d of this section.
11. **REPORTS AND INFORMATION.** The Contractor, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

12. **PATENT RIGHTS.** No discovery or patent rights arising from any discovery or invention which arises or is developed in the course of or under this contract shall be exercised by or on behalf of the contractor.
13. **COPYRIGHT.** No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Contractor.
14. **ACCESS TO RECORDS.** The State of Ohio, the Department of Housing and Urban Development, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.
15. **RECORDS AND AUDITS.** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Owner or any authorized representative and will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted by the Owner.
16. **COMPLIANCE WITH §306 OF THE CLEAN AIR ACT AND §508 OR THE CLEAN WATER ACT.** The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.
17. **ENERGY EFFICIENCY.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
18. **COMPLIANCE WITH LOCAL LAWS.** The Contractor shall comply with all applicable laws, ordinances, and codes of the State and Local governments, and the Contractor shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
19. **INTEREST OF MEMBER OF THE GOVERNING BODY.** No member of the governing body of the Owner and no other officer, employee, or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.
20. **INTEREST OF OTHER LOCAL PUBLIC OFFICIALS.** No member of the governing body of the Owner and no other public official of such Owner, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.
21. **INTEREST OF CONTRACTOR AND EMPLOYEES.** The Contractor covenants that he presently has no interest and shall not acquire interest, direct, or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having



any such interest shall be employed.

**22. CHANGES.**

- a. The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by between the Owner and the Contractor, shall be incorporated in written amendment to thisContract.
- b. Change orders must be prepared by the Owner's Representative. The Owner must approve and authorize change orders at a regularly scheduled meeting of the governing body before they are given to the contractor.

**23. PERSONNEL.**

- a. The Contractor represents that he has, or will secure at his expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
- b. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

24. **ASSIGNABILITY.** The Contractor shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Owner thereto: Provided, however, that claims for money by the Contractor from the Owner under this Contract may be assigned to a ban, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.

25. **SUPERVISION.** The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor or the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be a binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

26. **CLAIMS AGAINST CONTRACTOR.** The Contractor shall indemnify and save The Owner and the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fail to do so, the Owner, may, after having notified the

Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and Owner shall not be liable to the contractor for any such payments in good faith.

**27. SUBCONTRACTING.**

- a. Neither the Contractor nor Owner shall sell, transfer, assign, or otherwise dispose of his right, title, or interest therein, or his obligations thereunder.
- b. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of Owner or his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.
- c. The Contractor shall not award work to Subcontractor(s) without prior written approval of Owner, after verification by the Ohio Department of Development of the subcontractor's current eligibility status, and after submission of all certifications as required in Item 17, pages 4-5, of INSTRUCTIONS TO BIDDERS. The Contractor shall be fully responsible to Owner for the acts and omissions of the subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

**28. TIME.**

- a. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- b. The Contractor will proceed with the work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the Owner of the work.
- c. The work shall be completed by the date negotiated with the successful bidder.
- d. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, the Contractor will pay to the Owner for liquidated damages **\$75** for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

**29. COMPLETION OF WORK.**

- a. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. the Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period. Such warrants and guarantees shall be made in favor of the Improvement Recipient [Villag of Dellroy, PO Box 174, Dellroy, Ohio 44620].
- b. When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the construction. All sheds or other temporary structures, surplus materials, and equipment shall be removed, and the project left in a neat and presentable condition.

**30. WORK INSPECTION AND PAYMENT PROCESS.**

- a. Upon receiving the Notice to Proceed, the contractor must submit to the Owner a cost breakdown showing the amount assigned to each portion of the work. This breakdown is not required when per unit prices form the basis of payment under the contract. This breakdown must be reviewed by the Owner and the owner's representative and used as the basis for requests for payment. This breakdown should be submitted within 10 days of the Notice to Proceed.
- b. The owner's representative must check for quality and quantity control. Quality control must include quality tests as necessary to verify conformance with technical specifications concerning minimum quality requirements. Quantity control must include verification of in-place quantities and other records reflecting the as-built facility.
- c. Upon completion of agreed quantities of work, the contractor may submit to the Owner requests for partial or progress payments. Written inspection reports must accompany the contractor's request for partial payment.
- d. Inspection reports, copies of field measurement notes, and test results used to verify contractor's periods pay estimate for partial payment should be attached and filed with the periodic estimate for partial payment.
- e. Upon receipt of certificates for partial payment and necessary documentation, the Owner must check Equal Opportunity and Labor Standards compliance files to ensure that all requirements have been met.
- f. Payment to the Contractor shall be made by Owner, according to the following schedule:
  - i. Invoices are to be received by the Owner's Representative for work completed since the last invoice.

- ii. The Owner's Representative will review and approve the invoice and submit the approved invoice to the Owner.
  - iii. Once approved, the Owner's Representative shall submit a drawdown request to the Ohio Department of Development for CDBG funds, a process that may require up to 20 days.
  - iv. Upon receipt of the funds, the Owner will process the invoice for payment.
- g. It is important that the progress schedule be based on achievable goals, and that the Contractor make every effort to meet target dates. The Owner may hold the proceeds of a CDBG drawdown for only 15 days. If the funds from the drawdown are not expended during the prescribed period, those funds must be returned, and a new drawdown requested. This causes delay in making payments to contractors.

**31. LIQUIDATED DAMAGES.**

- a. Liquidated damages is a percentage of the contract price withheld from payment as insurance against breach of contract with respect to the payment of estimated labor costs.
- b. If the Contractor fails to achieve a Milestone within the associated Contract Time, it would be difficult, if not impossible, to determine the Owner's resulting damages. Therefore, if the Contractor fails to achieve a Milestone within the associated Contract Time, the Contractor shall (at the Owner's option) pay to or credit the Owner the Damages per day sum of \$75 for each day that the Contractor fails to achieve a Milestone within the associated Contract Time.
- c. The Liquidated Damages are only intended to compensate the Owner for the direct damages it incurs as a result of the Contractor's failure to achieve the Milestones within their associated Contract Times.
- d. The parties acknowledge that the Liquidated Damages per day sums are not penalties, and they each irrevocably waive the right (if any) to challenge the validity and enforceability of those Liquidated Damages per day sums. Notwithstanding any other provision of the Contract Documents to the contrary, if a court determines that the Liquidated Damages per day sums or their application are void and unenforceable, the Owner shall be entitled to recover the actual damages that it incurs on account of the Contractor's failure to achieve one or more of the Milestones within the Contract Times.
- e. In addition to other rights that the Owner may have relative to the Liquidated Damages, the Contracting Authority may deduct the Liquidated Damages from the Contract Sum as the damages accrue. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.
- f. Partial payment to the contractor for labor performed under either a unit or lump sum price contract shall be made at the rate of ninety-two percent of the estimates prepared by the contractor and approved by the owner's representative. All labor performed after the job is fifty percent completed shall be paid for at the rate of one hundred percent of the estimates submitted by the contractor and approved by the Owner's Representative.

32. **PERMITS:** The Improvement Recipient shall obtain and pay for initial permits from the State of Ohio. The contractor is responsible for obtaining and paying for all other permits and inspections required by any entity having jurisdiction for the completion of all work included in their contract. In addition, every Contractor and Subcontractor working on the project shall show proof of liability insurance for

a minimum of \$300,000 with The Owner named as a certificate holder. all prior to completing any work on the project. The Contractor is responsible for obtaining and paying for all other necessary permits and licenses for the governing authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, he/she shall promptly notify Owner in writing.

**33. INSURANCE.**

- a. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by Owner shall not relieve or decrease the liability of the Contractor hereunder.
- b. The Contractor shall file with Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.
- c. Worker's Compensation  
All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Worker's Compensation insurance in full compliance with the laws of the state of Ohio.
- d. Contractor's Liability Insurance
  - i. The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.
  - ii. Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.
  - iii. Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand (\$250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand (\$500,000) Dollars on the account of any one occurrence.
  - iv. Property Damage Liability insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability," and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.
  - v. Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.

- vi. Owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.
- e. **Builder's Risk Insurance**  
Each Contractor shall maintain insurance to protect himself and Owner, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed.
- f. **Installation Floater Insurance**  
When a contractor is involved solely in the installation of materials and not in the construction of a building, an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in Paragraph E.
- g. The Policies as listed above shall all contain all the following special provisions:
  - vii. "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to Owner."
  - viii. The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/her Subcontractors.
  - ix. Each Contractor shall hold Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.
  - x. Prior to commencement of any work under Contract, the Contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.

**34. AFFIRMATIVE ACTION.** Each bidder, Contractor or Subcontractor (hereinafter the Contractor) must fully comply with either Part 1 or Part 11, as applicable, of Executive Order 1246 as stated on page G-8 during the performance of this contract or subcontract. The Contractor commits itself to the goals for minority manpower utilization in either Part 1 or Part 11, as applicable, and all other requirements, terms and conditions of those bid conditions by submitting a properly signed bid. The Contractor shall appoint a company executive to assume the responsibility for the Implementation of the requirements, terms and conditions of these bid conditions.

## REQUIRED CONTRACT CERTIFICATIONS AND NOTIFICATIONS

1. **NON-COLLUSION AFFIDAVIT**

Affidavit should state that the bid or proposal is genuine, is not done in the interest or on behalf of any unnamed person, and that the bidder has not conspired with or solicited another company to create a fake bid for comparative purpose, has not asked competitors to refrain from bidding, and has not conspired with a competitor or other company to create an unfair advantage over other bidders

2. **DELINQUENT PROPERTY TAX CERTIFICATION**

Bidders must submit a statement affirming that they have no outstanding property tax liability in the county in which the Owner is located. This statement must be made under oath and submitted to the Owner's fiscal officer.

3. **WORKER'S COMPENSATION CERTIFICATION**

Ohio law requires bidders who operate within the state to provide workers' compensation coverage for their employees. A certificate of premium paid must be retained with the contract document.

4. **HANDICAPPED ACCESS CERTIFICATION**

As applicable, upon completion of the working drawings, the architect or engineer shall execute a certification to the effect that applicable standards of accessibility by the handicapped. If the project is exempt from these standards, the basis for this exemption must be specified. This certification must be co-signed by a local official.

5. **ATTORNEY'S REVIEW CERTIFICATION**

For procurement of construction costing over \$5,000, the contract documents must be reviewed in their entirety by the Owner's attorney after contract signing to ensure compliance with applicable state and local law.

6. **AUDITOR'S CERTIFICATION**

The availability of funds for the contract must be certified by the Owner's financial officer.

7. **NOTICE OF AWARD**

Will be issued by the Owner utilizing the attached Notice of Award for.

8. **NOTICE TO PROCEED**

Will be issued by the Owner utilizing the attached Notice to Proceed form.

## BID BONDING/GUARANTEES

A bid guarantee shall be in the form of either a surety bond in the full amount of the contract or a certified check, cashier's check, or letter of credit in the amount of ten percent of the bid, and a contract bond/performance bond or letter of credit for the full amount of the contract.

## SUPPLEMENTAL GENERAL CONDITIONS

### 1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications, and Addenda which form a part of this contract, as set forth in Article I of the General Contract Conditions, "Contract and Contract Documents".

### WORK SPECIFICATIONS: SECTION D

#### **ADDENDA: None at this time.**

ADDENDUM NUMBER \_\_\_\_\_ DATED \_\_\_\_\_, 2024

ADDENDUM NUMBER \_\_\_\_\_ DATED \_\_\_\_\_, 2024

ADDENDUM NUMBER \_\_\_\_\_ DATED \_\_\_\_\_, 2024

### 2. STATED ALLOWANCES

There are no allowances associated with this contract.

### 3. SPECIAL HAZARDS

None

### 4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under Article 33 of the General Contract Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in amount not less than \$250,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person in an amount not less than \$500,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

### 5. PHOTOGRAPHS OF PROJECT

Not required

### 6. SCHEDULE OF FEDERAL OCCUPATIONAL CLASSIFICATIONS AND DAVIS-BACON MINIMUM HOURLY WAGE RATES

Given in Section H.

### 7. ELECTRONIC NOTICE

Written notice under this agreement may be given by one party to another by email. It is the responsibility of the sender to confirm receipt of any such notice.



## **WORK SPECIFICATIONS**

### **SECTION D**

**Item #1: Roofing**

**Item #2 Electrical Work**

**Item #3: Plumbing**

**Item #4: Flooring**

**Item #5: General Construction**

**Item #6 Fence Installation**

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**SCOPE OF WORK**  
**ITEM #1: ROOFING**

The following is an overview of the work to be performed as part of the project.

Provide the labor, equipment, and materials to perform the following items of work:

**OVERVIEW:** Asphalt shingle roof replacement.

1. Tear off and waste hauling of existing roof (does not include HVAC area).
2. Inspect existing structure for defects (recommend repairs if needed).
3. Install new underlayment, drip edge and ice guard.
4. Install new asphalt shingles as specified by manufacturer.
5. Install new flashing where applicable
6. Replace existing vents with appropriate number of hat vents for the existing square footage.

Labor to be provided at Federal Prevailing Wage (See Section I).

**ALTERNATE NO.1:** Metal Roof

1. Replace the current asphalt shingle roof with metal roofing material as specified by manufacturer.
2. Replace existing venting with appropriate venting for metal roof.
3. All other specs as above.

**ALTERNATE NO.2:** Solar panels – shingle roof

1. Install solar panels on new asphalt shingle roof.
2. All other specs as above.

**ALTERNATE NO.3:** Solar Panels – metal roof

1. Install solar panels on new metal roof.
2. All other specs as above.

**SCOPE OF WORK**  
**ITEM #2: ELECTRICAL WORK**

The following is an overview of the work to be performed as part of the project.

Provide the labor, equipment, and materials to perform the following items of work:

**OVERVIEW:** Retrofit interior light fixtures to LED and Install ADA compliant door operators

1. Retrofit thirty-one (31) 4' light fixtures to 5000k lamps
  - a. Ensure compatibility of new fixtures to existing electrical system.
  - b. Install 5000K tubes in all fixtures.
  - c. Disposal of old bulbs and ballasts.
  
1. Install ADA compliant door operators at front doors and restroom doors
  - a. Install dual handicap operators on both external and internal vestibule doors at main entrance.
  - b. Install inside wall button and outside pedestal and button for front entrance.
  - c. Install single handicap operators on two (2) restroom doors.
  - d. Install wall buttons for each restroom.
  - e. Supply and install necessary accessory equipment and wiring for operators to work with existing electrical system.

Labor to be provided at Federal Prevailing Wage (See Section I).

**SCOPE OF WORK**  
**ITEM #3: PLUMBING**

The following is an overview of the work to be performed as part of the project.

Provide the labor, equipment, and materials to perform the following items of work:

**OVERVIEW:** Replace two (2) toilets, one (1) urinal, one (1) hot water heater, one (1) water fountain, and install an iron filtration system.

1. Replace two existing standard model toilets with ADA models.
2. Replace one existing urinal and flush valve.
3. Replace one existing 50-gallon hot water heater with drip pan.
4. Replace existing water fountain.
5. Install new appropriately sized iron filter system in electrical room near pressure tank.
6. Provide new lines, valves and fixtures as needed.

Labor to be provided at Federal Prevailing Wage (See Section I).

**ALTERNATE NO.1:** Gas Power Vent Water Heater

1. Replace the current electric hot water heater with a gas power vent water heater with drip pan.
2. Install necessary gas hook-up and venting.
3. All other specs as above.

**SCOPE OF WORK**  
**ITEM #4: FLOORING**

The following is an overview of the work to be performed as part of the project.

Provide the labor, equipment, and materials to perform the following items of work:

**OVERVIEW:** Replace flooring in designated areas. Clean and polish concrete flooring in designated areas.

1. Waterproof Vinyl Plank flooring installed in:
  - a. American Legion Meeting Room
  - b. Hallway
  - c. Two (2) Restrooms
  - d. Property owner to choose color
2. Includes removal of 4 toilets and replacement of two (2) toilets (to be coordinated with plumbing work)
3. Carpet removed in front storage area
4. Flooring cleaned and sealed following manufacturers specifications in:
  - a. Main Hall
  - b. Two (2) front storage rooms
  - c. Entryway
5. Take up and disposal of old flooring and cove base. (Repair wall if needed.)
6. New Cove Base installed where removed
7. Move furniture

Labor to be provided at Federal Prevailing Wage (See Section I).

**ALTERNATE NO.1:** Epoxy Flooring

1. Two-Part Epoxy flooring with anti-slip material installed following manufacturers specification in:
  - a. Main Hall
  - b. Two (2) front storage rooms
  - c. Entryway
2. Material used must have minimum 10 year useful life expectancy.
3. Property owner to choose color
4. All other specs as above.

**SCOPE OF WORK**  
**ITEM #5: GENERAL**

The following is an overview of the work to be performed as part of the project.

Provide the labor, equipment, and materials to perform the following items of work:

**OVERVIEW:** Remove and replace various wood structures, window replacement, and exterior building repairs.

1. Wood Structures:
  - a. Remove and replace delivery ramp at west side entrance with new ramp and platform both having 36" floor space.
  - b. Remove and replace rear HVAC platform access steps and handrail.
  - c. Remove HVAC enclosure and roof.
  - d. Dispose of all removed materials and debris.
2. Remove and dispose of large front (south facing) window (approx. 4'x4') and replace with vinyl clad, low E, double-pane window.
3. Remove current deteriorating external brick expansion joint material and replace with proper expansion joint material.

Labor to be provided at Federal Prevailing Wage (See Section I).

**ALTERNATE NO. 1:** Replace wood with composite materials

1. Replace wood decking, stairs and handrails above with composite deck material.
2. All other specs as above.

## **ITEM #6: FENCE INSTALLATION**

The following is an overview of the work to be performed as part of the project.

Provide the labor, equipment, and materials to perform the following items of work:

**OVERVIEW:** Install Fencing with access doors

1. Install 48' chain link fence around HVAC area
2. Install two (2) 5' lockable access gates – one to each unit
3. Install one (1) 4' lockable access gate to platform.

Labor to be provided at Federal Prevailing Wage (See Section I).

**PROPOSAL FORMS**

**SECTION E**



**BID FORM - STIPULATED SUMS**

Place \_\_\_\_\_

Date \_\_\_\_\_

Proposal of \_\_\_\_\_\* (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of Ohio a partnership, or an individual doing business as \_\_\_\_\_\*.

Carroll County Commissioners (hereinafter called "Owner"):

The Bidder, in compliance with your invitation for bids for Dellroy Community Center Improvements, Ohio having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of the materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within **90** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$75.00 for each consecutive calendar day thereafter as hereinafter provided in Article 31 of the General Conditions.

	NUMBER	DATE
Bidder acknowledges receipt of the following addendum:	_____	_____
	_____	_____
	_____	_____
	_____	_____

\* Insert corporation, partnership or individual as applicable.

Complete the following dollar amount(s) for all applicable bid offers being made. Bid offer numbers correspond with work noted in the construction documents. Individual or multiple Bid Offers for work to be completed may be made on this same bid form.

**Please identify bid offers included on the front of sealed opaque envelope.**

**Item #1 BID OFFER - Roofing**

---

Having examined the place of the work and all matters referred to in the Instructions to Bidders, Bid Documents and Contract Documents for the above-mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Sum of: \_\_\_\_\_ dollars (\$\_\_\_\_\_). (Amount shall be shown in words and figures. In case of discrepancy, the amount shown in words will govern.)

**ALTERNATE OFFER #1: Metal roof**

**TOTAL** sum of: \_\_\_\_\_ (\$\_\_\_\_\_)

**ALTERNATE OFFER #2: Solar panels on shingle roof**

**ADD** the sum of: \_\_\_\_\_ (\$\_\_\_\_\_ ) to the base bid offer.

**ALTERNATE OFFER #3: Solar panels on metal roof**

**ADD** the sum of: \_\_\_\_\_ (\$\_\_\_\_\_ ) to the Alternate #1 offer.

We have included the required security deposit or Bid Bond as required by the Instructions to Bidders. All applicable taxes are included in the Bid Sum.

**ITEM #2 BID OFFER – Electrical Work**

---

Having examined the place of the work and all matters referred to in the Instructions to Bidders, Bid Documents and Contract Documents for the above-mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Sum of: \_\_\_\_\_ dollars (\$\_\_\_\_\_). (Amount shall be shown in words and figures. In case of discrepancy, the amount shown in words will govern.)

We have included the required security deposit or Bid Bond as required by the Instructions to Bidders. All applicable taxes are included in the Bid Sum.

**ITEM #3 BID OFFER – Plumbing**

---

Having examined the place of the work and all matters referred to in the Instructions to Bidders, Bid Documents and Contract Documents for the above-mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Sum of: \_\_\_\_\_ dollars (\$\_\_\_\_\_). (Amount shall be shown in words and figures. In case of discrepancy, the amount shown in words will govern.)

**ALTERNATE OFFER #1: Gas power vent water heater.**

**ADD** the sum of: \_\_\_\_\_ (\$\_\_\_\_\_)

We have included the required security deposit or Bid Bond as required by the Instructions to Bidders. All applicable taxes are included in the Bid Sum.

**ITEM #4 BID OFFER - Flooring**

---

Having examined the place of the work and all matters referred to in the Instructions to Bidders, Bid Documents and Contract Documents for the above-mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Sum of: \_\_\_\_\_ dollars (\$\_\_\_\_\_). (Amount shall be shown in words and figures. In case of discrepancy, the amount shown in words will govern.)

**ALTERNATE OFFER #1: Epoxy Flooring**

**ADD** the sum of: \_\_\_\_\_ (\$\_\_\_\_\_)

We have included the required security deposit or Bid Bond as required by the Instructions to Bidders. All applicable taxes are included in the Bid Sum.

**ITEM #5 BID OFFER – General Construction**

---

Having examined the place of the work and all matters referred to in the Instructions to Bidders, Bid Documents and Contract Documents for the above-mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Sum of: \_\_\_\_\_ dollars (\$\_\_\_\_\_). (Amount shall be shown in words and figures. In case of discrepancy, the amount shown in words will govern.)

**ALTERNATE OFFER #1: Composite decking material**

**ADD** the sum of: \_\_\_\_\_ (\$\_\_\_\_\_)

We have included the required security deposit or Bid Bond as required by the Instructions to Bidders. All applicable taxes are included in the Bid Sum.

**ITEM #6 BID OFFER – Fence Installation**

Having examined the place of the work and all matters referred to in the Instructions to Bidders, Bid Documents and Contract Documents for the above-mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Sum of: \_\_\_\_\_ dollars (\$\_\_\_\_\_). (Amount shall be shown in words and figures. In case of discrepancy, the amount shown in words will govern.)

We have included the required security deposit or Bid Bond as required by the Instructions to Bidders. All applicable taxes are included in the Bid Sum.

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The bid security attached is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By : \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Business Address and Zip Code)

(SEAL - if bid is by a corporation)

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF  
PERSONAL PROPERTY TAXES**

**O.R.C. 5719.042**

STATE OF OHIO: \_\_\_\_\_ COUNTY

SSNO/FED ID NO: \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_

The undersigned, being first duly sworn, having been awarded a contract by your for Dellroy Community Center Improvements hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Please check one of the following statements:

\_\_\_\_\_ I do not owe any Personal Property Taxes in \_\_\_\_\_ County.

\_\_\_\_\_ I do owe Personal Property Taxes in \_\_\_\_\_ County totaling \$ \_\_\_\_\_.

This statement is freely and voluntarily given with full knowledge of the facts, of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Contractor*  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Notary Public*  
My commission expires \_\_\_\_\_

**BID GUARANTY AND CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

<sup>1</sup> \_\_\_\_\_ <sup>2</sup> as Surety, are hereby held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ <sup>3</sup>

hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on to undertake the project known as:

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternative proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including the alternatives in dollars and cents. A percentage is not acceptable.

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

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

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

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

<sup>1</sup>Here insert full name or legal title of Contractor and address

<sup>2</sup>Here insert full name or legal title of Surety

<sup>3</sup>Here insert full name or legal title of Owner

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

SIGNED AND SEALED This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Attorney-in-Fact

**Surety Company Address:**

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone

**Surety Agent's Name and Address:**

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone

**NONCOLLUSION AFFIDAVIT**

Project: \_\_\_\_\_

Location: \_\_\_\_\_

State of Ohio, County of \_\_\_\_\_, being first duly sworn, deposes and says that:

1. Bidder Is \_\_\_\_\_ of \_\_\_\_\_,  
(title) (company/firm)  
the Contractor that has submitted the attached Bid;
2. Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Grantee/Owner or any person in the proposed Contract;
5. No member or officer of the Grantee Governing Body or Agency or any person in the employ of these administrative bodies is directly or indirectly interested in the Bid, or the work to which it relates, or in any portion of the profits thereof; and
6. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees, or parties in interest, including this affiant.

Signed \_\_\_\_\_  
(Bidder or Designated Officer of Bidder)

Title \_\_\_\_\_ Date \_\_\_\_\_

Signed and Sworn before me this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_, Notary Public, State of Ohio.

My Commission Expires on \_\_\_\_\_.



## BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the Federal government which requires contracting for construction of facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- A. A bid guarantee from each bidder equivalent to ten percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**AGREEMENT FORMS**

**SECTION F**

**CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Between the Owner: Carrill County Commissioners  
119 S Lisbon St., Suite 201  
Carrollton, Ohio 44615

and the Contractor: [Name,]  
[Address Line 1]  
[Address Line 2]

and the Improvement Recipient: Village of Dellroy  
PO Box 174  
Dellroy, Ohio 44620

for the following Project: Dellroy Community Center Improvements  
4 W. Main St.  
Dellroy, Ohio 44620

WITNESSETH, that the Contractor, the Owner and the Improvement Recipient for the considerations stated herein mutually agree as follows:

ARTICLE 1.      Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the project named above, all in strict accordance with the Contract Documents including all

addenda thereto, numbered \_\_\_\_\_, dated \_\_\_\_\_,  
and \_\_\_\_\_ dated, \_\_\_\_\_,  
and \_\_\_\_\_ dated \_\_\_\_\_,  
and \_\_\_\_\_ dated, \_\_\_\_\_,  
and \_\_\_\_\_ dated \_\_\_\_\_,  
and \_\_\_\_\_ dated \_\_\_\_\_.

all as prepared by Susan Moore acting and in these Contract documents preparation, referred to as the "Owner's Representative".

ARTICLE 2.      The Contract Price.

The Owner will pay the Contractor for and the contractor agrees to perform all of the \_\_\_\_\_ work described in the specifications and shown on the plans, for the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) subject to additions and deductions as provided for in the Contract Documents. This amount includes alternate(s) \_\_\_\_\_.

ARTICLE 3.      Date of Commencement

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

ARTICLE 4.      Substantial Completion.

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion:

By the following date: \_\_\_\_\_

ARTICLE 5.      Contract.

The executed contract documents shall consist of the following:

- a.      This Agreement
- b.      Addenda
- c.      Invitation for Bids
- d.      instructions to Bidders
- e.      Signed copy of Bid
- f.      General Conditions
- g.      Special Conditions
- h.      Work Specifications
- i.      Federal Prevailing Wage Decision

This Agreement, together with other documents enumerated in this ARTICLE 5, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in \_\_\_\_\_ original copies on the day and year first above written.

Owner: Carroll County Commissioners

Contractor:

Village of Dellroy:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/printed name

\_\_\_\_\_  
Typed/printed name

\_\_\_\_\_  
Typed/printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Owner: Carroll County Commissioners

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Signature

---

Typed/printed name

---

Title

Owner: Carroll County Commissioners

---

Signature

---

Typed/printed name

---

Title

Certifications:

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the \_\_\_\_\_ named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then of said \_\_\_\_\_ that said Agreement was duly signed for in behalf of said \_\_\_\_\_ by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_ Corporate

\_\_\_\_\_ SEAL

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to ensure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the Project is situated.

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: Dellroy Community Center Improvements

Scope of work: Item #(s) \_\_\_\_\_

The Owner has considered the BID submitted by you on \_\_\_\_\_, 2024 for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ \_\_\_\_\_.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said Owner will be entitled to consider all of your rights arising out of the Owner's acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

Owner :

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_  
(Printed)

cc: CONTRACTOR'S Surety Agent

**NOTICE TO PROCEED**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: Dellroy Community Center Improvements

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2024, on or before \_\_\_\_\_, 2024 and you are to complete the WORK within 90 consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 2024.

Owner :

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_  
(Printed)



**CHANGE ORDER**

CHANGE ORDER No. \_\_\_\_\_

Project: Dellroy Community Center Improvements  
4 W. Main St.  
Dellroy, Ohio 44620

Date: \_\_\_\_\_

Contract Item No. \_\_\_\_\_

I. The following changes are hereby made to the contract documents (attach documentation):

DESCRIBE CHANGE TO WORK AND/OR CHANGE IN QUANTITY AND JUSTIFICATION

II. The following change is made to the contract price:

\$	_____	original contract price
\$	_____	previous change/extras
\$	_____	this change/extra
\$	_____	subtotal
\$	_____	deductions
\$	_____	net total

III. The following change is made to the contract time:

The contract time will be (increased) (decreased) by \_\_\_\_\_ calendar days, making the date for completion of all work \_\_\_\_\_.

IV.  There will be no claims for damages resulting from this change.

Claims for damages resulting from this change are anticipated for such categories as \_\_\_\_\_ and should not exceed \$\_\_\_\_.

Change requested by \_\_\_\_\_ Date \_\_\_\_\_

Change recommended by \_\_\_\_\_ Date \_\_\_\_\_

Change accepted by \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, \_\_\_\_\_, the dully authorized and acting legal representative of The Owner, do hereby certify as follows:

I have examined the attached contract(s) for form and I am of the opinion that the contract may move forward to the Commissioners for review.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATE OF OWNER'S FINANCIAL OFFICER**

ATTEST:

I, \_\_\_\_\_, Auditor, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contact and is in the treasury of \_\_\_\_\_, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

\_\_\_\_\_  
Auditor Signature

\_\_\_\_\_  
Date

SEAL:

**FEDERAL AND STATE REQUIREMENTS**

**SECTION G**

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## SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards *NONE*

B. Asbestos Containing Materials: *NONE*

C. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all Owners of public utility property of intention to use explosives at least eight hours before blasting is done close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

D. Danger Signals and Safety Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

## SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts greater than \$10,000.)

During the performance of this contract, the contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (Contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided by the Owner advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11248 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Ohio Department of Development's Office of Housing and Owner Partnerships (OHCP), the U.S. Department of Labor and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).  
(Applicable to contracts/subcontracts exceeding \$10,000)

- (1) The offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Goals for Minority Participation</u>	<u>Goals for Female Participation</u>
<u>6.9%</u>	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered areas. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goal established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) **The Contractor shall provide written notification to the Manager of the Office of Housing and Owner Partnerships, Ohio Department of Development, P.O. Box 1001, Columbus, Ohio 43266-0101 within 10 working days** of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- (4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any):

3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- (1) As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to whom the Director delegates authority;
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - (i) Black: all persons having origins in any of the Black African racial groups not of Hispanic origin;

- (ii) Hispanic: all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
  - (iii) Asian and Pacific Islander: all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
  - (iv) American Indian or Alaskan Native: all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or Owner identification.
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.



- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to Owner organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or Owner organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs of the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and Owner organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to

minority and female youth both on the site and in other areas of a Contractor's work force.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation of least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
  - q. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting offices.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7q). the efforts of a contractor association, joining contractor-union, contractor-Owner, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7q of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially desperate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, se, or national origin.

- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by OHCP and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Owner Development Block Grant Program).

C. Certification of Nonsegregated Facilities (Over \$10,000)

By the submission of this bid, the bidder, offerer, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offerer, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, \*\*transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt for the provision of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

\*\*Parking lots, drinking fountains, recreation or entertainment areas.

**TABLE A  
PROPOSED SUBCONTRACTS BREAKDOWN**

FOR THE PERIOD COVERING \_\_\_\_\_ 20\_\_ THROUGH \_\_\_\_\_ 20\_\_  
(Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OF PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER CONTRACTS TO PROJECT AREA BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES*

\*The Project Area is coextensive with the City/Village of \_\_\_\_\_ boundaries.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
EEO Officer (Signature)

**TABLE B  
ESTIMATED PROJECT WORKFORCE BREAKDOWN**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NUMBER POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NUMBER POSITIONS NOT CURRENTLY OCCUPIED	NUMBER POSITIONS TO BE FILLED WITH L.I.P.A.R.*
OFFICERS/ SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/ RETAIL/MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

TRADE:

<b>JOURNEYMEN</b>				
HELPERS				
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

TRADE:

<b>JOURNEYMEN</b>				
HELPERS				
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				
TOTAL				

Lower income project area residents (L.I.P.A.R.) are individuals residing within the City/Village of \_\_\_\_\_ whose family income does not exceed \_\_\_\_\_% of the median income in the SMSA.

**OHIO DEPARTMENT OF DEVELOPMENT  
OFFICE OF HOUSING AND Owner PARTNERSHIPS  
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

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NAME OF PRIME CONTRACTOR \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless report is submitted.

**CONTRACTOR'S CERTIFICATION**

NAME AND ADDRESS OF BIDDER (Include ZIP Code): \_\_\_\_\_  
\_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes     No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes     No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes     No

4. Have you even been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes     No

---

NAME AND TITLE OF SIGNER (Please type) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Modeled after form HUD-12

**OHIO DEPARTMENT OF DEVELOPMENT  
OFFICE OF HOUSING AND Owner PARTNERSHIPS  
CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless report is submitted.

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**SUBCONTRACTOR'S CERTIFICATION**

NAME AND ADDRESS OF BIDDER (Include ZIP Code) \_\_\_\_\_  
\_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes     No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes     No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes     No

4. Have you even been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes     No

---

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Modeled after form HUD-12

## CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

### Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition of the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph 91) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.



**ARCHITECT'S CERTIFICATION  
COMPLIANCE WITH MINIMUM STANDARDS FOR  
ACCESSABILITY BY THE PHYSICALLY HANDICAPPED**

Grantee Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making buildings and Facilities Accessible To and Usable By, the Physically Handicapped, Number A-117.1R-1971 (as modified by 41 CFR 101-10.603).

Architect for the project:  
(Legal Name and address) \_\_\_\_\_  
\_\_\_\_\_

Signature:   X   \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

Name of Chief Local  
Executive Official: \_\_\_\_\_

Signature: \_\_\_\_\_

Date:   X   \_\_\_\_\_

**DESIGNER CERTIFICATION  
COMPLIANCE WITH MINIMUM STANDARDS FOR  
ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED**

Grantee Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Buildings and Facilities Accessible To and Usable By, the Physically Handicapped, Number A-117.1R-1971 (as modified by 41 CFR 101-10.603).

Architect for the project:  
(Legal Name and address) \_\_\_\_\_  
\_\_\_\_\_

Signature:   X   \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

Name of Chief Local  
Executive Official: \_\_\_\_\_

Signature: \_\_\_\_\_

Date:   X   \_\_\_\_\_

**FEDERAL LABOR STANDARDS  
PROVISIONS**

**SECTION H**

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**A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**(1) MINIMUM WAGES**

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

**(ii) Additional Classifications.**

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

**(B)** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

**(C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).

**(D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **(4) Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a Owner other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) **No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract** by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

**(11) Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

## **B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of **\$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

## **C. HEALTH AND SAFETY**

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



**CERTIFICATE OF COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS**

I, the undersigned \_\_\_\_\_, the duly authorized representative of (hereinafter referred to as the contractor), do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents, and all of the conditions surrounding these provisions including, but not limited to the following:

1. The contractor is responsible for employing only eligible subcontractors who have certified eligibility in written contract containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of federal prevailing wage rates by its subcontractors while performing work under this contract. If the subcontractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.
3. The contractor is responsible for collecting weekly certified payrolls from its subcontractors, reviewing said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.
4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

The prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and effectively.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CARROLL COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
 CONTRACTOR'S CERTIFICATION  
 CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO: Carroll County Commissioners	DATE:
C/O:	PROJECT NO:
	PROJECT NAME: Dellroy Community Center Improvements

1. The undersigned, having executed a contract with the Carroll County Commissioners for the construction of the above-identified project, acknowledges that:
  - (a) The Labor Standards provisions are included in the aforesaid contract; and
  - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of their subcontractors and any lower tier subcontractors, is their responsibility.
  
2. They certify that:
  - (a) Neither they nor any firm, partnership or association in which they have substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a).]
  - (b) No part of the aforementioned contract has been or will be subcontract to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
  
3. They agree to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.
  
4. They certify that:
  - (a) The legal name and the business address of the undersigned is:
   
  


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  - (b) The undersigned is:
    - \_\_\_ (1) A Single Proprietorship
    - \_\_\_ (2) A corporation organized in the State of \_\_\_\_\_.
    - \_\_\_ (3) A Partnership
    - \_\_\_ (4) Other Organization (Describe):

(c) The name, title and address of the Owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If no, so state):

NAME	TITLE	NATURE OF INTEREST

(e) The names and addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

NAME	TITLE	TRADE CLASSIFICATION

Date: \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(By)

**WARNING**

U.S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the name to be false. shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**CARROLL COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
SUBCONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO: Carroll County Commissioners	DATE:
C/O:	PROJECT NO:
	PROJECT NAME: Dellroy Community Center Improvements

1. The undersigned, having executed a contract with:

\_\_\_\_\_

(Prime Contractor)

for:

\_\_\_\_\_

(Type of Work)

In the amount of \$\_\_\_\_\_ for the construction of the above-identified project certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract;
- (b) Neither they nor any firm, corporation, partnership or association in which they have substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a).]
- (c) No part of the aforementioned contract has been or will be subcontract to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

2. They agree to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the lower tier subcontractor, in duplicate.

The workmen will report for duty on or about \_\_\_\_\_ (Date).

3. They certify that:

(a) The legal name and the business address of the undersigned is:

\_\_\_\_\_

\_\_\_\_\_

(b) The undersigned is:

- \_\_\_ (1) A Single Proprietorship
- \_\_\_ (2) A corporation organized in the State of \_\_\_\_\_.
- \_\_\_ (3) A Partnership
- \_\_\_ (4) Other Organization (Describe):

(c) The name, title and address of the Owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If no, so state):

NAME	TITLE	NATURE OF INTEREST

(e) The names and addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

NAME	TITLE	TRADE CLASSIFICATION

Date: \_\_\_\_\_

\_\_\_\_\_  
(Subcontractor)

\_\_\_\_\_  
(By)

**WARNING**

U.S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the name to be false. shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**FEDERAL DAVIS-BACON WAGE DECISION**

**SECTION I**

**See PDF file titled "General Decision Number: OH20240106 07/05/2024" (M4)  
attached here to enumerated in the contract documents.**

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"General Decision Number: OH20240106 07/05/2024

Superseded General Decision Number: OH20230106

State: Ohio

Construction Type: Building

Counties: Carroll and Stark Counties in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/26/2024
2	03/08/2024
3	04/05/2024
4	07/05/2024

ASBE0002-003 08/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 42.40	28.93

BROH0006-003 05/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 33.46	21.37

BROH0006-008 05/01/2023

	Rates	Fringes
TILE SETTER.....	\$ 33.46	21.37

BROH0008-007 06/01/2023

	Rates	Fringes
TILE FINISHER.....	\$ 24.89	16.41

CARP0285-007 05/01/2023

	Rates	Fringes
CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	\$ 31.36	22.16

ELEC0540-001 08/28/2023

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 25.15	17.44

ELEC0540-008 01/01/2024

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 36.96	28.18

ENGI0018-035 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR Backhoe/Excavator/Trackhoe..	\$ 35.89	15.09

ENGI0066-045 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR Forklift.....	\$ 28.87	19.66
Grader/Blade.....	\$ 32.42	19.66
Mechanic.....	\$ 32.92	19.66

\* IRON0550-010 05/01/2024

	Rates	Fringes
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IRONWORKER (Ornamental, Reinforcing and Structural).....\$ 34.70	22.88
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LAB01015-006 05/01/2023

Rates	Fringes
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LABORER	
Common or General.....\$ 31.52	12.65
Mason Tender - Brick.....\$ 33.52	12.65

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PAIN0841-003 06/01/2023

Rates	Fringes
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PAINTER (Brush and Roller).....\$ 30.18	15.50
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PAIN1162-003 05/01/2023

Rates	Fringes
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GLAZIER.....\$ 29.37	14.39
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PLUM0094-007 05/01/2023

Rates	Fringes
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PLUMBER (Includes HVAC Unit Installation).....\$ 38.03	23.09
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PLUM0168-005 05/01/2016

Rates	Fringes
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PIPEFITTER (Excludes HVAC Unit Installation).....\$ 34.53	17.49
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ROOF0088-003 06/01/2023

Rates	Fringes
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ROOFER.....\$ 30.07	21.26
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\* SHEE0033-027 06/01/2024

Rates	Fringes
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SHEET METAL WORKER (HVAC Duct Installation Only).....\$ 36.21	31.85
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\* UAVG-OH-0021 01/01/2019

Rates	Fringes
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OPERATOR: Oiler.....\$ 27.56	16.37
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\* UAVG-OH-0023 01/01/2019

Rates	Fringes
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LABORER: Mason Tender - Cement/Concrete.....\$ 29.55	10.90
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SUOH2012-108 08/29/2014

Rates	Fringes
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CARPENTER, Excludes Drywall

Hanging, and Metal Stud Installation.....	\$ 24.30	10.71
CEMENT MASON/CONCRETE FINISHER...	\$ 26.07	12.34
LABORER: Pipelayer.....	\$ 23.98	8.58
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 30.26	12.58
OPERATOR: Bulldozer.....	\$ 22.55	8.03
OPERATOR: Crane.....	\$ 29.51	11.77
OPERATOR: Loader.....	\$ 29.66	12.61
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 30.28	13.29
OPERATOR: Roller.....	\$ 28.83	12.72
PAINTER: Spray.....	\$ 22.78	12.40
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 34.16	0.00
TRUCK DRIVER: Dump (All Types)...	\$ 22.78	12.61

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

#### State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications

and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"