

Project Manual

Proposal, General Conditions and Technical Specifications

City of Fostoria Ohio

Fostoria, Ohio

ADA Upgrades to Entrance and Site Improvements

213 S Main Street, Fostoria, OH 44830

Seneca County Board of Commissioners - Owner
CDBG Small Cities Formula

Key Dates:

Date Prepared:	June 20 th , 2024
Advertisement Dates:	September 7 and September 14, 2024
Bid Opening:	September 26, 2024

Construction Bid Package

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NOTICE TO BIDDERS

SECTION A

NOTICE TO BIDDERS

Sealed bids for the Fostoria, Ohio ADA Upgrades to Entrance and Site Improvements will be received in the office of the Seneca County Commissioners @ 111 Madison Street, Tiffin Ohio 44883, until 10:00 a.m. (local time) on September 26, 2024 at which time and place they will be publicly opened and read aloud.

The opinion of probable construction cost is \$116,230.61.

Copies of the detailed plans, specifications and contract documents may be obtained or examined at the office of the Seneca Regional Planning Commission, 109 S. Washington St, Suite 2206 Tiffin, Oh 44883 between 8:30 a.m. and 4:30 p.m. on Monday thru Friday. Questions shall be directed to Seneca Regional Planning Commission at (419) 447-0692 or emailed to info@senecarpc.org.

A complete set of Bid Documents will also be available on the Seneca Regional Planning website www.senecarpc.org and the Seneca County Commissioners website www.senecacountyohio.gov.

A complete set of Bid Documents may be obtained from Seneca Regional Planning Commission for a non-refundable fee of \$10.00 made payable to Seneca County Treasurer. Documents will be shipped, by FedEx only, with an additional payment to the Treasurer in the amount of \$5.00 or with a valid FedEx account number provided to Seneca Regional Planning Commission for the shipping charge.

Should a bidder find any discrepancies in or omissions from any of the documents, or be in doubt as to their meaning, he shall advise the Engineer in writing, who will issue necessary addenda, or revised drawings, as may be appropriate. However, no request for clarification/information will be accepted after three (3) days before the date on which bids are due.

Attention of the Bidder is directed to the special requirements for wage rates, the hours of employment as ascertained and determined by the Federal Labor Standards Provisions, including Davis-Bacon wage rates and provided for in the laws of the State of Ohio.

Successful Bidder must be an Equal Employment Opportunity Employer, which prohibits discrimination based on race, creed, color, national origin, sex, age, handicap, political affiliation, or beliefs.

Proposals must be submitted on the form furnished and must contain the name of every person, firm or corporation interested therein. Bids shall be sealed and marked as **“Fostoria, Ohio ADA Upgrades to Entrance and Site Improvements”** and mailed or delivered as directed above.

Bidders are required to file with their bid a Penal Bond in the amount of 10% of the bid or a certified check, a cashier's check or a letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in the amount of 10% of the bid. The proposal bond or certified check submitted with the bid will be held as a guarantee that if the proposal is accepted, a contract will be entered into. Proposal bonds and certified checks will be returned to all Bidders after the contract has been entered into and secured by a performance and payment bond of 100% of the contract with a satisfactory surety for the faithful performance of the work.

The successful bidder will be required to execute an affidavit relative to delinquent personal property taxes pursuant to the provisions of Section 5719.042 of the Ohio Revised Code prior to entering into

a contract.

No Bid may be withdrawn within 30 days after the actual date of the bid opening.

The Seneca County Board of Commissioners (Owner) intends to accept the lowest and best bidder for the project but reserves the right to reject any and all, or parts of any or all bids and to waive any minor informalities in any bid, or to make the award in the best interest of the Owner.

Award of contract is also subject to the following provisions:

Debarment, Suspension, Ineligibility and Voluntary Exclusion – 49 CFR Part 29.

Domestic steel use requirements as specified in Ohio Revised Code § 153.011

Buy Ohio Preferences: To the extent practicable, use Ohio products, materials, services and labor

Ohio Revised Code § 164.05 (A)(6)

Advertise: September 6 and September 13, 2024

INSTRUCTIONS TO BIDDERS

SECTION B

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INSTRUCTIONS TO BIDDERS

1. **RECEIPT AND OPENING OF BIDS:** The Seneca County Board of Commissioners (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office 111 Madison St., Tiffin OH until September 26, 2024 at 10:00 a.m., and then publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Seneca County Board of Commissioners and designated as **BID FOR CITY OF FOSTORIA, OHIO ADA UPGRADES TO ENTRANCE AND SITE IMPROVEMENTS - DO NOT OPEN.**

The Owner 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, Cashier's Check or Letter of Credit, the Noncollusion 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 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.

3. **METHOD OF BIDDING:** The Owner invites lump sum bids as indicated in the Bid Form, page D-2

If the lowest total responsive bid received exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids;
- b. Augment the funds available in an amount sufficient to enable award to the lowest responsive bidder or bidders;
- 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 specifications on this project are part of the construction drawings and are shown on page **A3.0.**

5. **QUALIFICATIONS OF BIDDER:** The Owner may make such investigations as deemed 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 certified check, cashier's check, letter of credit, or a bid bond prepared on the form of 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 checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining, checks or bid bonds will be

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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 failure or refusal to execute and deliver the contract and bonds required within ten (10) days after receipt of notice of the acceptance of the bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with the bid.
8. **CONDITIONS OF WORK:** Each bidder must be fully informed of the conditions relating to the completion of the project. Failure to do so will not relieve a successful bidder of any obligation to furnish all material and labor necessary to carry out the provisions of the 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 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 to the bid.
10. **EXAMINATION OF SITE:** Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.
11. **WORKING FACILITIES:** The plans show, in the general manner, the existing structure 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. Every request for such interpretation should be in writing addressed to Seneca Regional Planning Commission, 109 S. Washington Street, Suite 2206, Tiffin, OH 44883 and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be email or faxed with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under the 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 blue ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated 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 (1) 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 persons or corporation interested therein and also provide a valid email address.
14. **NOTICE OF SPECIAL CONDITIONS:** Attention to the bidder is particularly called to those parts of the General Contract Conditions and other contract documents and specifications which deal with the following:

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- a. Insurance 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; and/or
 - f. Safety standards.
17. **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 the following documents, completed as required:
- a. Acceptance of Notice of Award
 - b. Contract
 - c. Insurance certificate(s) and/or policy(ies)
 - d. Contractor's Section 3 Plan
 - e. Certification of Bidder Regarding Equal Employment Opportunity
 - f. Certification of Bidder Regarding Section 3 and Segregated Facilities
 - g. Contractor's Certification(s) Concerning Labor Standards & Prevailing Wage Requirements.
18. **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 a 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

ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS

- A. The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.
- B. All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- C. The Plans, Specifications and Addenda, thereafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

ARTICLE 2 - PERFORMANCE AND PAYMENT BONDS

Simultaneously with the delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100 percent (100%) of the contract price. A Payment Bond and Performance Bond are required. 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.

ARTICLE 3 - WAGE RATES

In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Federal Labor Standard Provision. A copy of these prevailing rates of wages has been included in these specifications.

Every Contractor and Subcontractor who is subject to this contract shall, as soon as they begin performance under the contract with the Owner, supply the Owner a schedule of the dates on which they are required to pay wages to employees. They shall also deliver to the prevailing wage coordinator within three weeks after each pay date, a certified copy of the payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and the total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract.

Insofar as possible, local labor shall be employed on this work.

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ARTICLE 4 - AFFIRMATIVE ACTION

Each bidder, Contractor or Subcontractor (hereinafter the Contractor) must fully comply with either Part 1 or Part 2, as applicable, of Executive Order 11246 as stated on page F-3 and F-4 during the performance of this contract or subcontract. The Contractor commits itself to the goals for minority manpower utilization in Part 1 or Part 2, as applicable, and all other requirements, terms and conditions of these 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.

ARTICLE 5 - 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 the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- B. The Contractor shall file with the 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 and Fifty Thousand (\$250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in the 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) Dollars 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 & Property Damage Liability Insurance for the Contractor will also be acceptable.

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- (vi) The owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.
- E. Builders Risk Insurance. Each Contractor shall maintain insurance to protect himself and the 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 materials 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 the following special provisions:
 - (i) "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 the owner."
 - (ii) 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 the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by any Subcontractors.
 - (iii) Each Contractor shall hold the 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.
 - (iv) Prior to commencement of any work under Contract, the Contractor shall furnish one (1) copy of Declaration of Warranty as evidence of coverage.

ARTICLE 6 - SAFETY

- A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety protection and will notify owners of adjacent utilities when prosecution of the work may affect them.
- C. The Contractor shall comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday,

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April 17, 1971. The Contractor shall also comply with Chapter 4101:9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to their health.

- D. The Contractor shall maintain at their office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

ARTICLE 7 - PERMITS

The Owner is responsible for obtaining and paying for the following permits: State of Ohio Building Permit. 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, promptly notify the Owner in writing.

ARTICLE 8 - SUPERVISION

- A. 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 as the Contractor's representative at the site. The Supervisory shall have full authority to act on behalf of the Contractor and communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the work.
- B. The Owner and its representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- C. The Contractor shall submit a proposed program of operation, showing clearly how the proposed work will be conducted and to bring about the completion of the work within the time limit specified. This program shall outline the proposed sequence, progress and the dates when the work will be sufficiently advanced to permit the installation of the work under other contracts, and the estimated progress payments due under the Contract. The work under this contract shall be so scheduled that as structures are completed, they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Owner.

ARTICLE 9 - CLAIMS AGAINST CONTRACTOR

The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, 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 the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails 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

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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 the Owner shall not be liable to the Contractor for any such payments in good faith.

ARTICLE 10 - SUBCONTRACTING

- A. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or 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 the 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 the Owner, after verification by the Ohio Development Services Agency of the subcontractor's current eligibility status, and after submission of all certifications as required in Item 17 of INSTRUCTIONS TO BIDDERS. The Contractor shall be fully responsible to the 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.

ARTICLE 11 - CHANGE OF WORK

- A. The Owner reserves the right to make, at any time during the project, such increases or decreases in quantities and such alternations in details of work as may be deemed necessary or desirable. Such increases or decreases and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract.
- B. Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal shall be paid for as stipulated in the change order authorizing such work.

ARTICLE 12 - 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 locality of the work.
- C. The Contract Time to fully complete the project shall be 90* consecutive calendar days following the date of commencement of work to be specified in a written "Notice to Proceed".
* Unless otherwise specified for in Contract.

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- 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 of \$200.00 for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

ARTICLE 13 - 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 Bonds shall remain in full force and effect through the guarantee period.
- B. When the work, including that performed by Subcontractors, is completed, the site shall be cleared 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.

ARTICLE 14 - TERMINATION

After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy elect to terminate the Contract. In such case the Contractor shall be paid for all work executed and any expense sustained, plus reasonable profit, unless such termination was due to the act or conduct of the Contractor.

ARTICLE 15 - PAYMENT

Payment to the Contractor shall be made by the Owner as follows: Thirty (30) days after submission of final invoice, or pending receipt of drawdown from the Ohio Development Services Agency. The Owner's Representative shall certify on the pay request that he approved the completed work prior to the Owner making payment. Upon receipt of an approved progress schedule from the Contractor, the Owner shall submit a drawdown request to the Ohio Development Services Agency for CDBG funds to pay the Contractor. A turnaround time of 20-30 days is expected before said funds are forwarded to the Owner.

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 a short period. 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.

Construction Bid Package

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".

Drawings	Number	Date
Refer to construction drawings	A2.0	See drawing

Specifications	Page
Refer to construction drawings	A2.0

Addenda	Number	Date
Not Applicable		

2. STATED ALLOWANCES

The Contractor shall include the following cash allowances in his proposal:

Not Applicable

3. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

Not Applicable

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

As required under Article 5 of General Contract Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an 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 \$100,000.

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

The Contractor will furnish photographs in the number, type, and stage as enumerated below:

Not Applicable

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

Construction Bid Package

Given on pages: H-15

7. **BUILDER'S RISK INSURANCE**

The Contractor will not maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

PROPOSAL FORMS

SECTION D

**FORM OF PROPOSAL
CITY OF FOSTORIA, OHIO**

**Village of New Riegel, Ohio
City of Fostoria, Ohio New ADA Entrance and Site Improvements**

Date _____ Bidder _____

The undersigned proposes to perform all work required and to provide and furnish all labor, materials, tools, equipment, and transportation necessary for the Village of Bloomville, Ohio Sidewalk Replacement program, Bloomville, Ohio in accordance with the plans and specifications prepared by IBI Group, Columbus, OH, for the sum of money specified below.

The undersigned agrees that if within thirty (30) days from the day named for delivering the proposal to the Owner, notice that this proposal will be accepted by the Owner shall be mailed to him, he will within ten (10) days thereafter deliver to the Owner, where directed, a contract properly executed in duplicate on the forms supplied by the Owner.

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 \$200.00 for each consecutive calendar day thereafter as hereinafter provided in Article 8 of the General Conditions.

The undersigned has received the following Addendum numbers: _____ and acknowledges the additions to, deductions from or changes in the original specifications.

BASE BID: City of Fostoria, OH New ADA Entrance and Site Improvements

Item 1 BASE BID – GENERAL CONSTRUCTION:

The proposed contract sum for all work included in Proposed ADA Entrance and Site Improvements excluding alternatives and depicted on the Drawings is:

_____ Dollars
(Show amount in both words and figures)

(\$ _____)

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of

Construction Bid Package

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 the Bonds as required by Article 2 of the General Conditions.

The bid bond 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.

Item 2 PROPOSED TIME OF COMPLETION:

The undersigned proposes that all work shall be completed within 90 calendar days after award of contract, not considering delays due to strikes or circumstances unavoidable to the Contractor.

Name of Bidder

Signature of Authorized Officer and Title

Address

City

Phone

Fax

Email

(SEAL – if bid is by a corporation)

Construction Bid Package

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID Bid Due Date: _____

Description: **City of Fostoria, OH ADA Entrance and Site Improvements**

BOND Bond Number: _____

Date: _____

Penal Sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bond hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title _____

Title _____

Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venture, if necessary.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default and with 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or the US registered of Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon the receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a bid, offer, or proposal as applicable.

Construction Bid Package

NONCOLLUSION AFFIDAVIT

State of _____

BID Identification: **City of Fostoria, OH ADA Entrance and Site Improvements**

, being first duly sworn, deposes and says that he is _____
(sole owner, a partner, president, secretary, etc.) of _____,

the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communications or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

..... Affiant

Subscribed and sworn to before me this _____ day of _____, 20____.

Seal

..... Notary Public

My Commission Expires: _____

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 (penal) bond from each bidder equivalent to ten percent of the bid price.** The "bid bond" shall consist of a firm commitment such as a bid penal bond issued by a surety licensed to do business in the State of Ohio certified check, cashier's check or a letter of credit as assurance that the bidder will, upon acceptance of the 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 E

Construction Bid Package

CONTRACT

THIS AGREEMENT made this _____ day of _____, 20__, by and between _____ hereinafter called the "Contractor" and the _____, hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner 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; namely, **City of Fostoria, OH ADA Entrance and Site Improvements** all in strict accordance with the Contract Documents including all addenda thereto, and in these Contract documents preparation, referred to as the "Quality Control Inspector/Project Manager".

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed _____(Dollars) subject to additions and deductions as provided hereof.

ARTICLE 3. 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, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, 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.

Construction Bid Package

(1) Choose term most applicable:

- _____ a corporation organized and existing under the laws of the State of _____;
- _____ a partnership consisting of _____;
- _____ an individual trading as _____.

(2) Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed in three (3) original copies on the day and year first above written.

CONTRACTOR SIGNATURE:	
TYPED/PRINTED NAME:	
TITLE:	

OWNER SIGNATURE:	
TYPED/PRINTED NAME:	
TITLE:	

Certifications:

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

_____ Corporate

_____ SEAL

PERFORMANCE BOND AND PAYMENT BOND

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to insure 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.

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NOTICE OF AWARD

To: _____

PROJECT Description: **City of Fostoria, OH ADA Entrance and Site Improvements**

The OWNER has considered the BID submitted by you on _____, 2024 (BID Date) 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 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 liability as 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 _____, 20____.

Owner
By: _____
Name: _____
Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged on this __ day of _____, 2022.

By: _____

Name and Title: _____

cc: CONTRACTOR'S Surety
Surety's Agent

Construction Bid Package

NOTICE TO PROCEED

To: _____

Date: _____

PROJECT Description: **The Village of New Riegel, Ohio Sidewalk Replacement**

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 _____.

Owner

By: _____

Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged on this __ day of _____, 2024.

Contractor: _____

By: _____

Name: _____

Title: _____

Construction Bid Package

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

O.R.C. 5919.042

STATE OF OHIO:

SS:

TO:

The undersigned, being first duly sworn, having been awarded a contract by you for

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.

Contractor/Supplier Representative Signature

Sworn to before me and subscribed in my presence this ____ day of _____, 2024.

Notary Public Signature

Construction Bid Package

CHANGE ORDER

Change Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: **City of Fostoria, OH ADA Entrance and Site Improvements**

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by:
\$ _____.

The new CONTRACT PRICE, including this CHANGE ORDER will be \$ _____.

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all WORK will be _____ (Date)

Requested by: _____

Recommended by: _____

Accepted by: _____

Auditor Certification of Funds: _____

OLGS Approval (where applicable) _____

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NON-DISCRIMINATION STATEMENT

ORC § 153.59

Revised 04/22/2009

Pursuant to Ohio Revised Code section 153.59, every contract for or on behalf of the state, or any township, county, or municipal corporation of the state, for the construction, alteration, or repair of any public building or public work in the state shall contain provisions by which the contractor agrees to both of the following:

THEREFORE, _____, hereby agrees to both of the following:

(A) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; and

(B) That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.

IN AGREEMENT HEREOF:

CONTRACTOR:

By: _____

Its: _____

Date: _____

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

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 contract 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

Date _____

SEAL:

FEDERAL & STATE REQUIREMENTS

SECTION F

CONFLICT OF INTEREST

Interest of Local Public Officials

No member of the governing body of the locality and no other officer, employee, agent or public official of such locality, 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 Business/Agent shall take appropriate steps to assure compliance.

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 the 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.

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 County to assure proper accounting for all project funds. These records will be made available for audit purposes to the County or any authorized representative, and will be retained for **three** years after the expiration of this Contract unless permission to destroy them is granted by the County.

Federal or State Officials Not to Benefit

No members of or delegate to the Congress of the United States of America, and no resident U.S. Commissioner, nor any officer or employee of the State of Ohio subject to Ohio Ethics Law (ORC Sec. 102.03(A)) will be admitted to any share or part hereof or to any benefit to arise therefrom.

SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. 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

Construction Bid Package

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.

C. 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 \$10,000 and under)

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.

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- (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 11246 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 Development Services Agency's Office of Local Government Services (OLGS), 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 order 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 paragraphs (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 Offerer'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.

Construction Bid Package

- (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:

Goals for Minority	Goals for Female
Participation.....	Participation
10.0%	6.9%

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 goals 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 Local Government Services, Ohio Development Services Agency, P.O. Box 1001, Columbus, OH 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" Seneca County Ohio.

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;

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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 community 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's 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 reasonable 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

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training, subject to the availability of employment opportunities. Trainees must be trained pursuant to the 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 community 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 of community 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 for 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.
 - 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 & 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

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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 on site 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 community 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 openings, 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 at 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

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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 at 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, joint contractor-union, contractor-community, 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, sex, 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 efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order the

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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 OLGS 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 Community 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. 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, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing 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 from the provisions 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 certification for specific time periods).

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

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, 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.

E. Section 109 of the Housing and Community Development Act of 1974.

No person in the United States shall on the ground of race, color, national origin, 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.

F. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities**

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. [Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.]
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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CONTRACTOR

Section 3 Plan Format

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses with the City/County of Seneca.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the City/County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- *D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- *E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in Section 3 covered project area.
- *F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to proposed subcontracts.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.
- * Loans, grant, contracts and subsidies for less than \$10,000 will be exempt.

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As _____ officers _____ and _____ representatives _____ of _____ (Complete Name of Contractor),

We the undersigned have read and fully agree to this Affirmative Action Plan, and become party to the full implementation of this program.

Signature	
Title	
Date	
Signature	
Title	
Date	

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**Table B
Estimated Project Workforce Breakdown**

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimate Positions	No. Positions Currently Occupied by Permanent Employees	No. Positions Not Currently Occupied	No. Positions to be Filled with LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/ Rental/Mgmt				
Office Clerical				
Service				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others				

*Lower income project area residents (LIPAR) are individuals residing within the City of Fostoria whose family income does not exceed _____% of the median income in the MSA.

Company	
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Construction Bid Package

**OHIO DEVELOPMENT SERVICES AGENCY
OFFICE OF LOCAL GOVERNMENT SERVICES**

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor	
Project Number	

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 CFR 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 such 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 ever 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

Construction Bid Package

**OHIO DEVELOPMENT SERVICES AGENCY
OFFICE OF LOCAL GOVERNMENT SERVICES**

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor	
Project Number	

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 CFR 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 subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION			
NAME AND ADDRESS OF SUBCONTRACTOR (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 ever 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

Construction Bid Package

**CERTIFICATION OF BIDDER REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

Name of Prime Contractor	
Project Name	
Project Number	

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in this Contract;
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000); and
- (c) No segregated facilities will be maintained.

Name and Title of Signer (Print or Type)	
Signature	
Date	

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**CERTIFICATION OF SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

Name of Subcontractor	
Project Name	
Project Number	

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in this Contract;
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000); and
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Signer (Print or Type)	
Signature	
Date	

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 nonexempt contract or subcontract, is not listed on the 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 for 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 (1) 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.

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**ARCHITECT'S 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 101-19.603).

Architect for the Project:	
Address:	
Signature:	
Typed Name:	
Date:	
Name of CEO:	
Signature:	
Date:	

**FEDERAL LABOR STANDARDS PROVISIONS
AND WAGE RATES**

SECTION G

**A REPRINT OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S
FEDERAL LABOR STANDARDS PROVISIONS, HUD-4010 DATED 2/84 (REVISED)**

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.

A.1.(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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)(a)(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 Part 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 Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontracts at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(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 therefore only when the following criteria have been met:

- (1) The work to be performed by the classification request is not performed by a classification in the wage determination; and
- (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.

(ii)(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to HUD or its designee to the Administrator of the Wage and Hour Division, Employment

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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 under OMB control number 1215-0140.)

- (ii)(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and 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 1215-0140.)
 - (ii)(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(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 persons, 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 written request of the contractor, that the applicable standards of the Davis-Bacon 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 1215-0140.)
- A.2. Withholding.** HUD and 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 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 an on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- A.3.(i) Payrolls and Basic Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all

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laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 1215-0140 and 1215-0017.)

- (ii)(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 Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
- (ii)(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 maintained under 29 CFR Part 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.
- (ii)(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 paragraph A.3.(ii)(b) of this section.
- (ii)(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 231 of Title 31 of the

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United States Code.

- (iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the 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 Part 5.12.
- 4.(i) **Apprentices and Trainees.** 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 locality 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, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.
- 4.(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, evidence 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

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fringe benefits listed on the wage determination unless the Administrator of the Wage and Hours 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.

- 4.(iii) Equal Employment Opportunity.** The Utilization of apprentices, trainees and journeymen under this part 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 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instruction require, 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 29 CFR Part 5.5.
- 7. Contractor 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 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.(i) Certification of Eligibility.** 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.
- 10.(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.
- 10.(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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Additionally, U.S. Criminal Code Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of... influencing in any way the action of such Administration ... makes, utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

- 11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wages, 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.** 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 he or she is employed on such work to work in excess of forty 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 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 (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 (1) of this paragraph, 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 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
 - (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 Department of Labor withhold or cause to be withheld, from any monies 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 (2) of this paragraph.
 - (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (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 (1) through (4) of this paragraph.
- C. Health and Safety**
 - (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under

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construction safety and health standards promulgated by the Secretary of Labor regulation.

- (2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) 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).
- (3)** The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To:	Date:
c/o:	Project Number:
	Project Name:

1. The undersigned, having executed a contract with _____
for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract;
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has 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. 275a-2(a)].
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designed s an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees 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. He certifies 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 _____

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- _____ (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 addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

Name	Address	Nature of Interest

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

Contractor	
Signature	
Date	

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 same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To:	Date:
c/o:	Project Number:
	Project Name:

1. The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract;
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has 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. 275a-2(a)].
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designed s an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees 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. He certifies that:

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

(b) The undersigned is:

_____ (1) A single proprietorship

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- _____ (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 addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

Name	Address	Nature of Interest

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

SubContractor	
Signature	
Date	

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 same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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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 contracts 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, review 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 the contract award.

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

BY: _____

TITLE: _____

DATE: _____

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**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE**

STATE OF OHIO

COUNTY OF _____

Personally appeared before me the undersigned, as an individual or as a representative of _____ or a contract for _____ to be let by the County of Seneca, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **individually** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the _____ County Board of Commissioners or their individual campaign committees:

- a. myself (if applicable);
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have **collectively** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the _____ County Board of Commissioners or their individual campaign committees:

- a. myself (if applicable);
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each Spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section;
- f. any political action committee affiliated with any person identified in divisions (a) through (c) of this section.

Signature _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 2022.

Notary Public _____

My Commission Expires: _____

**FEDERAL DAVIS- BACON WAGE DECISION
SECTION G-15**

**ESTIMATES, SPECIFICATIONS, AND SUPPORTING
DOCUMENTATION
SECTION G-16**

ABBREVIATIONS

@	At	ELEC.	Electrical	MECH.	Mechanical	S. A.	Supply Air
A. B.	Anchor Bolt	ELEV.	Elevation	MFG.	Manufacturer	SCW.	Soft Core Wood
AC.	Acoustic	EQ.	Equal	MH.	Manhole	S. G. T.	Structural Glassed Tile
AC	Air Conditioning	E. W. C.	Electric Water Cooler	MIN.	Minimum	SIM.	Similar
ADJ.	Adjustable	EXG.	Existing	M. O.	Masonry Opening	SPEC.	Specifications
A. F. F.	Above Finish Floor	EXP.	Expansion	M. T.	Metal Threshold	SQ.	Square
ALT.	Alternate	EXT.	Exterior	MT.	Mounted	S. S.	Service Sink
ALUM.	Aluminum	F. D.	Floor Drain	MTG.	Mounting	SST.	Stainless Steel
B & B	Balbed & Burlapped	FDN.	Foundation	N. I. C.	Not in Contract	STD.	Standard
BD.	Board	F. E.	Fire Extinguisher	NOM.	Normal	STOR.	Storage
B. L.	Building Line	F. E. C.	Fire Ext. Cabinet	N. T. S.	Not To Scale	ST.	Steel
BLK.	Block	FIN.	Finish	O/	Over	STR.	Structural
BM.	Bench Mark or Beam	F. H.	Fire Hydrant	O. C.	On Center	SUSP.	Suspended
BOT.	Bottom	FL.	Floor	O. D.	Outside Diameter	T.	Tread
BRG.	Bearing	F. P. C.	Fire Protection Contractor	O. H.	Overhead	T. B.	Tackboard
C / C	Center-to-Center	GA.	Gauge	O. P.	Overflow Pipe	T. B. S.	Typical Both Sides
CL.	Centerline	G. C.	General Contractor	OPG.	Opening	TEL.	Telephone
C. B.	Catch Basin	GL.	Glass	PL.	Plate	TEM.	Tempered
C. H.	Ceiling Height	GYP.	Gypsum	PLAM.	Plastic Laminate	T & G	Tongue & Groove
C. I.	Cast Iron	H. B.	Hose Bib	PLAS.	Plaster	T. P.	Toilet Partition
C. J.	Control Joint	H/C	Handicapped	PR.	Pair	TYP.	Typical
CLG.	Ceiling	H. M.	Hollow Metal	P. S. I.	Pounds per Sq. Inch	U. H.	Unit Heater
C. M. U.	Conc. Masonry Unit	H.W.	Hollow Wood	P. S. F.	Pounds per Sq. Foot	U. N. O.	Unless Noted Otherwise
C. O.	Cleanout	HOR.	Horizontal	PT.	Point	UR.	Urinal
COL.	Column	H.P.	High Point	PTN.	Partition	U. V.	Unit Vent
CONC.	Concrete	HT.	Height	PWD.	Plywood	V. C. T.	Vinyl Composition Tile
CONT.	Continuous	HVAC	Heating, Ventilating & Air Conditioning	Q. T.	Quarry Tile	V. W. C.	Vinyl Wall Covering
CONTR.	Contractor	INS.	Insulation	Q. T. B.	Quarry Tile Base	VER.	Vertical
CRS.	Course	INT.	Interior	Q. T. C. B.	Quarry Tile Covered Base	W. C.	Water Closet
C. T.	Ceramic Tile	JT.	Joint	R.	Radius or Riser	WD.	Wood
DET.	Detail	LAB.	Laboratory	R. A.	Return Air	W. G.	Wire Glass
D. F.	Drinking Fountain	LAM.	Laminated	R. B.	Rubber Base	W. H.	Water Heater
D. S.	Down Spout	LAV.	Lavatory	R. C. B.	Rubber Cover Base	WND.	Window
DWG.	Drawing	L.P.	Low Point	R. D.	Road Drain	W/O	Without
E. C.	Electric Contractor	L.P.	Low Point	RE.	Reinforced	W. P.	Working Point
E. J.	Expansion Joint	MAX.	Maximum	REQ.	Required	W. W. F.	Welded Wire Fabric
EL.	Elevation	M. C.	Mechanical Contractor	R. O.	Rough Opening	Y. D.	Yard Drain
		MECH.	Mechanical				

BUILDING CODE INFORMATION

GOVERNMENTAL AGENCIES	PROJECT CODE DATA
<p>BUILDING DEPARTMENT INSPECTORS WOOD COUNTY BUILDING DEPT. WOOD COUNTY OFFICE BLDG. COURTHOUSE SQUARE BOWLING GREEN, OH 43402</p> <p>CONTACT: MR. ROBERT CENDOL PHONE: 419-354-9190 FAX: 419-354-2904</p> <p>FIRE DEPARTMENT INSPECTORS FINDLAY FIRE DEPT. 720 SOUTH MAIN STREET FINDLAY, OHIO 45840</p> <p>CONTACT: MR. KEVIN SHENISE PHONE: 419-424-7129 FAX: 419-424-7849</p> <p>HEALTH DEPARTMENT INSPECTORS HANCOCK PUBLIC HEALTH 209 WEST MAIN CROSS STREET SUITE 101 FINDLAY, OHIO 45840</p> <p>CONTACT: MS. LINDSAY SUMMIT PHONE: 419-424-7870 FAX: 419-424-7872</p>	<p>APPLICABLE CODES FOR THIS PROJECT:</p> <p>2024 OHIO BUILDING CODE 2024 OHIO PLUMBING CODE 2024 OHIO MECHANICAL CODE 2024 NATIONAL ELECTRIC CODE ASHRAE 90.1 - 19 ENERGY STANDARD FOR BUILDINGS ICC A117.1-2009 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES</p> <p>AREA OF CONCRETE WALK, STAIRS AND A.D.A. RAMP: 504 SQ. FT.</p>

PROFESSIONAL SERVICES:

- Architecture
- Civil
- Construction Management
- Environmental
- GPS
- Inspection Services
- Land Use Planning
- Surveying
- Structural
- Transportation
- Water & Wastewater Facilities

PETERMAN ASSOCIATES, INC.

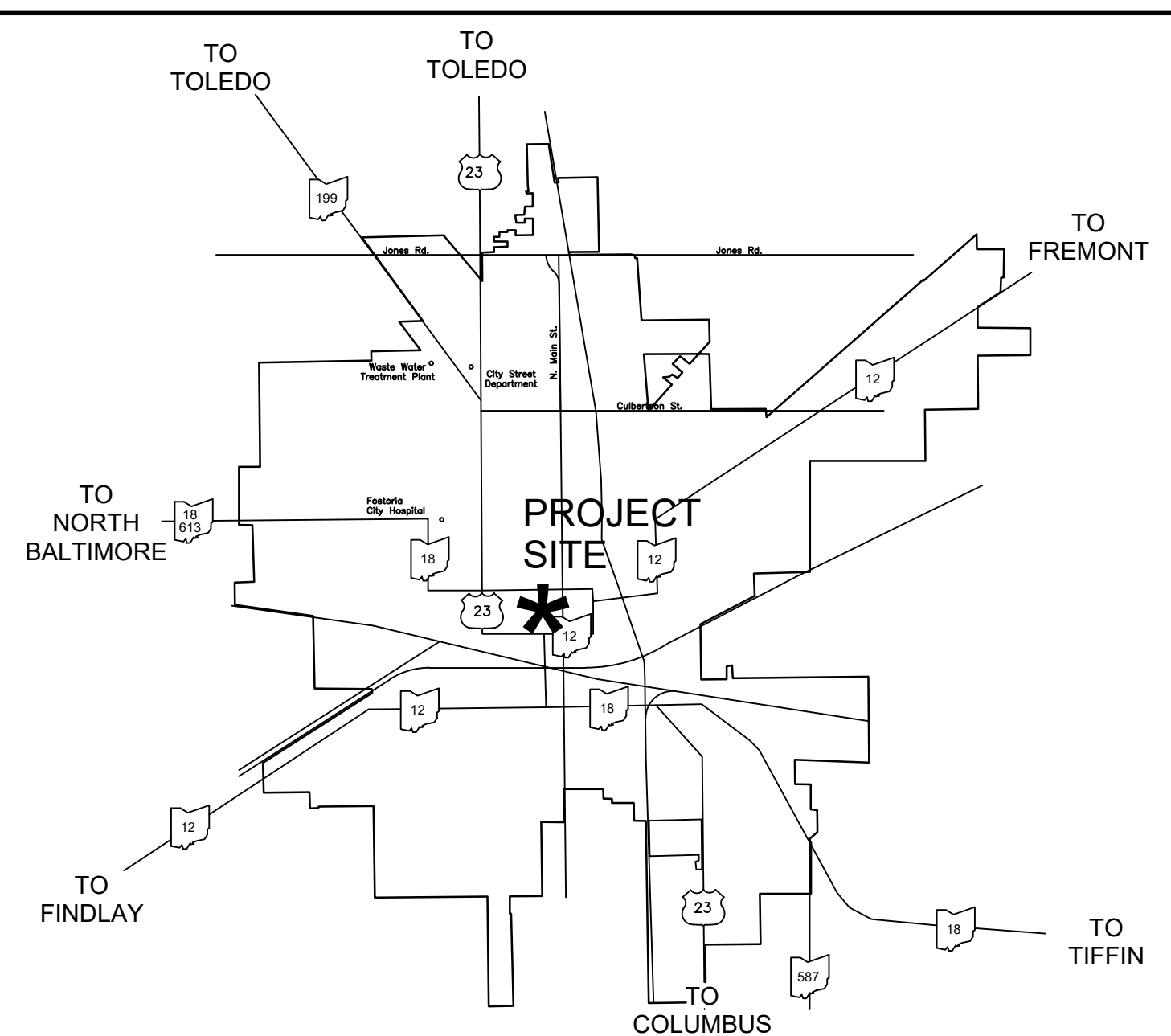
- ARCHITECTS - ENGINEERS - INSPECTORS - SURVEYORS -

3480 North Main Street, Findlay, OH 45840
Office: 419.422.6672, Fax: 419.422.9466

Architectural, Structural, Surveying & Engineering Email: petermansw@aol.com

Web Site: www.petermanaes.com

PROJECT LOCATION MAP



FOSTORIA, OH

CONSULTANTS

INDEX OF DRAWINGS

NO.	DESCRIPTION	REV. & DATE
G-001	TITLE / COVER SHEET	
SP1	OVERALL SITE LOCATION PLAN	
SP2	ENLARGED PROJECT AREAS	
SP3	CONSTRUCTION DETAILS AND NOTES	
AD-101	DEMOLITION PLAN	
S-101	FOUNDATION PLANS AND SECTIONS	
A-101	FLOOR PLAN AND EXTERIOR ELEVATIONS	

TITLE / COVER SHEET
NEW A.D.A. ENTRANCE AND SITE IMPROVEMENTS FOR
CITY OF FOSTORIA
213 SOUTH MAIN STREET
FOSTORIA, OHIO 44830
SENECA COUNTY

REVISIONS	DATE	BY
	05/09/2024	

DOCUMENT PHASE

DESIGN:

PROGRESS:

BIDDING/PERMIT:

CONSTRUCTION:

RECORD:

RICHARD LIVECCHI, AIA, NCARB
OHIO LICENSE #9812
EXPIRATION DATE 12/31/2025
DWG DATE: 05/03/2024
DWG BY: ELT
CHECKED BY: RL/TMJ
PROJECT NO.: #24-0128
SHEET NO.

G-001

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NEW A.D.A. ENTRANCE AND SITE IMPROVEMENTS
CITY OF FOSTORIA
213 SOUTH MAIN STREET
FOSTORIA, OHIO 44830
SENECA COUNTY

SPECIFICATIONS

The City of Findlay Specifications, Ohio EPA Requirements and the standard specifications of the State of Ohio Department of Transportation, 2010, including changes and supplemental specifications, if any, shall govern this improvement.

ELEVATION DATUM

All elevations are based on NAVD 88 Flood Datum unless otherwise noted.

SEEDING

Quantities for seeding are calculated for all remaining soil areas disturbed by construction.

BACKFILL

Trenches under paved areas, sidewalks, etc., shall be backfilled with compacted granular backfill. Backfill material under paved streets or within five (5) feet of the edge of pavement shall be Item 411, ODOT specification granular backfill and placed in six (6) inch layers and mechanically tamped. Weight of the granular material shall be computed on the basis of 4,000 pounds per cubic yard.

CONDITIONS OF WORK

The drawings show characteristics of the work site. This information is not represented or guaranteed to be either complete or accurate. The Contractor must examine the site and satisfy himself of the surface and subsurface conditions and difficulties that may be encountered in the execution of the work. The Contractor shall verify all location and invert elevations of existing utilities prior to construction.

PIPE EMBEDMENT

Pipe embedment shall include the material as shown on the Methods of Bedding Detail. The cost of bedding material shall be included in the unit price of the pipe.

UNDERGROUND UTILITIES

The location of the underground utilities shown on the plans are obtained from field surveys. The exact location and protection of utilities and structures is the responsibility of the Contractor. During construction, the Contractor shall use due diligence in protecting existing utilities and structures from damage, whether shown on the drawings or not. The Contractor shall notify each respective utility company forty-eight (48) hours in advance of working in the area of the utility. Whenever existing power, telephone, gas, or other utilities require relocation, the work shall be done by the appropriate utility company. The Contractor shall be responsible for repairing any utilities that are damaged during construction at his or hers own expense unless otherwise noted in these plans.

AERIAL UTILITIES

The locations of the aerial utilities shown on the plans are obtained from field surveys. The exact location and protection of utilities and structures is the responsibility of the contractor. During construction, the contractor shall use due diligence in protecting existing utilities and structures from damage, whether shown on the drawings or not.

The contractor shall notify each respective utility company forty-eight (48) hours in advance (excluding Saturdays, Sundays, and legal holidays) of working in the area of the utility with any aerial equipment. Whenever existing power, telephone, gas, or other utility require relocation, the work shall be done by the appropriate utility company. The contractor shall be responsible for repairing any utilities that are damaged during construction at his or hers own expense unless otherwise noted in these plans.

UTILITY OWNERSHIP

Columbia Gas of Ohio, Inc.
1800 Broad Avenue
Findlay, Ohio 45840
Telephone (419)422-3565

North Coast Gas of Ohio
5215 Rock Ridge Road
Cygnet, OH 43413
Telephone (419) 655-2053

American Electric Power
71 South Washington Street
Tiffin, Ohio 44883
Telephone 1-800-672-2231

Time Warner
205 Crystal Avenue
Findlay, Ohio 45840
Telephone (800)617-4311

North Central Electric Co-op
622 S Corporate Dr W,
Fostoria, OH 44830
Telephone (419)436-1506

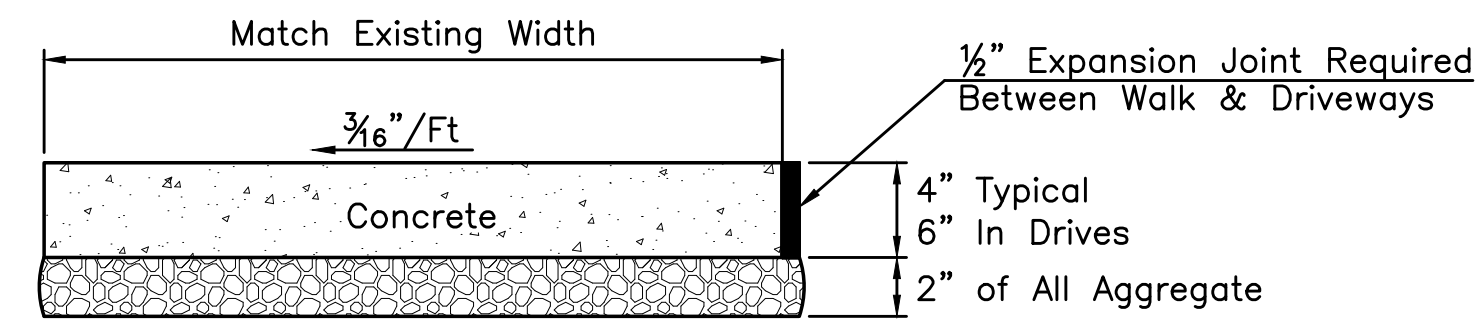
City of Fostoria Engineer's Office
213 South Main Street
Fostoria, Ohio 44830
Telephone (419)435-9775

AT&T
130 N. Erie
Toledo, Ohio 43624
Telephone (419)245-7589

Ohio Utilities Protection Service
Telephone 1-800-362-2764

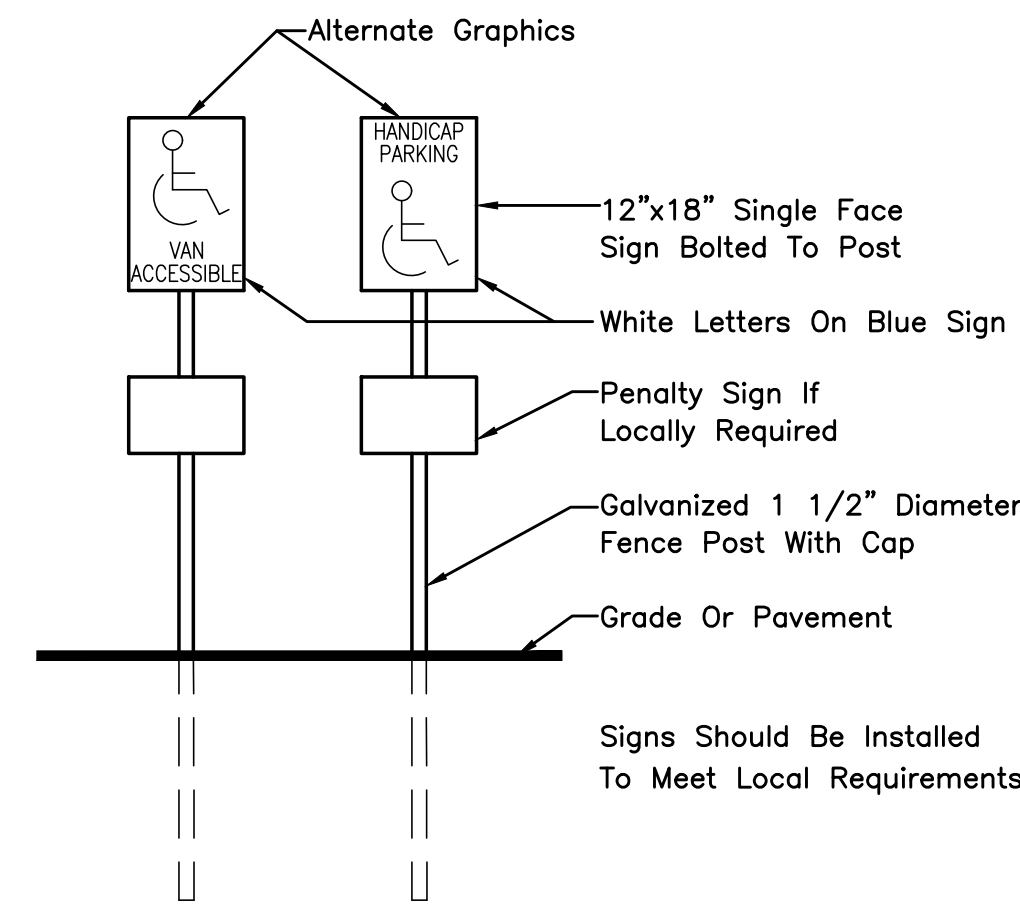
TRAFFIC CONTROL

Two-way traffic shall be maintained at all times. All Traffic Control during construction of improvements along State or Interstate Highway right of ways shall conform to the "Manual Of Traffic Control For Construction And Maintenance Operations" as published by the Ohio Department Of Transportation.



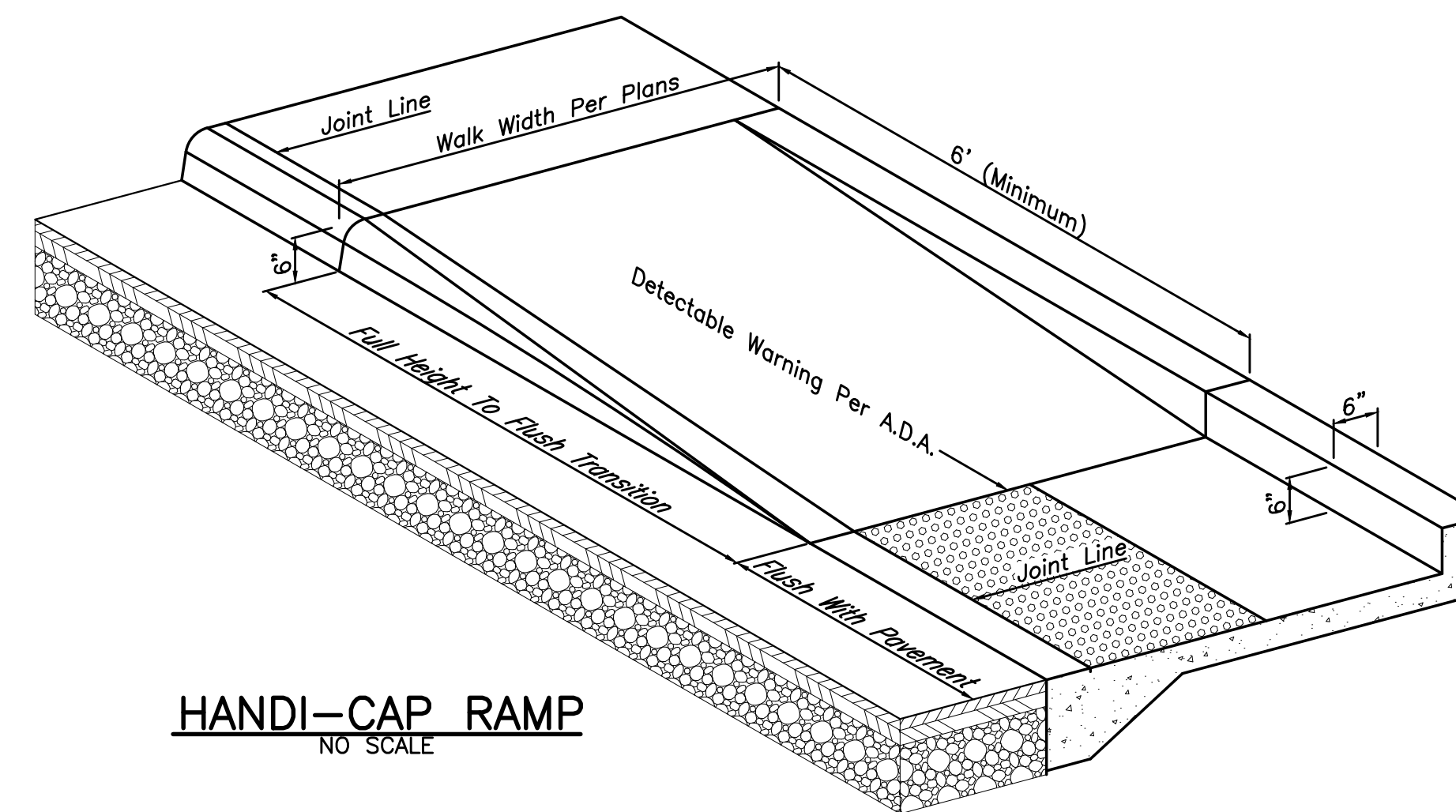
SIDEWALK REPLACEMENT DETAIL

(No Scale)



HANDICAP PARKING SIGN

(No Scale)



HANDI-CAP RAMP

NO SCALE

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CONSTRUCTION DETAILS AND NOTES
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REVISIONS	DATE	BY	DOCUMENT PHASE
1	09/09/00	---	
2	---	---	
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DESIGN:

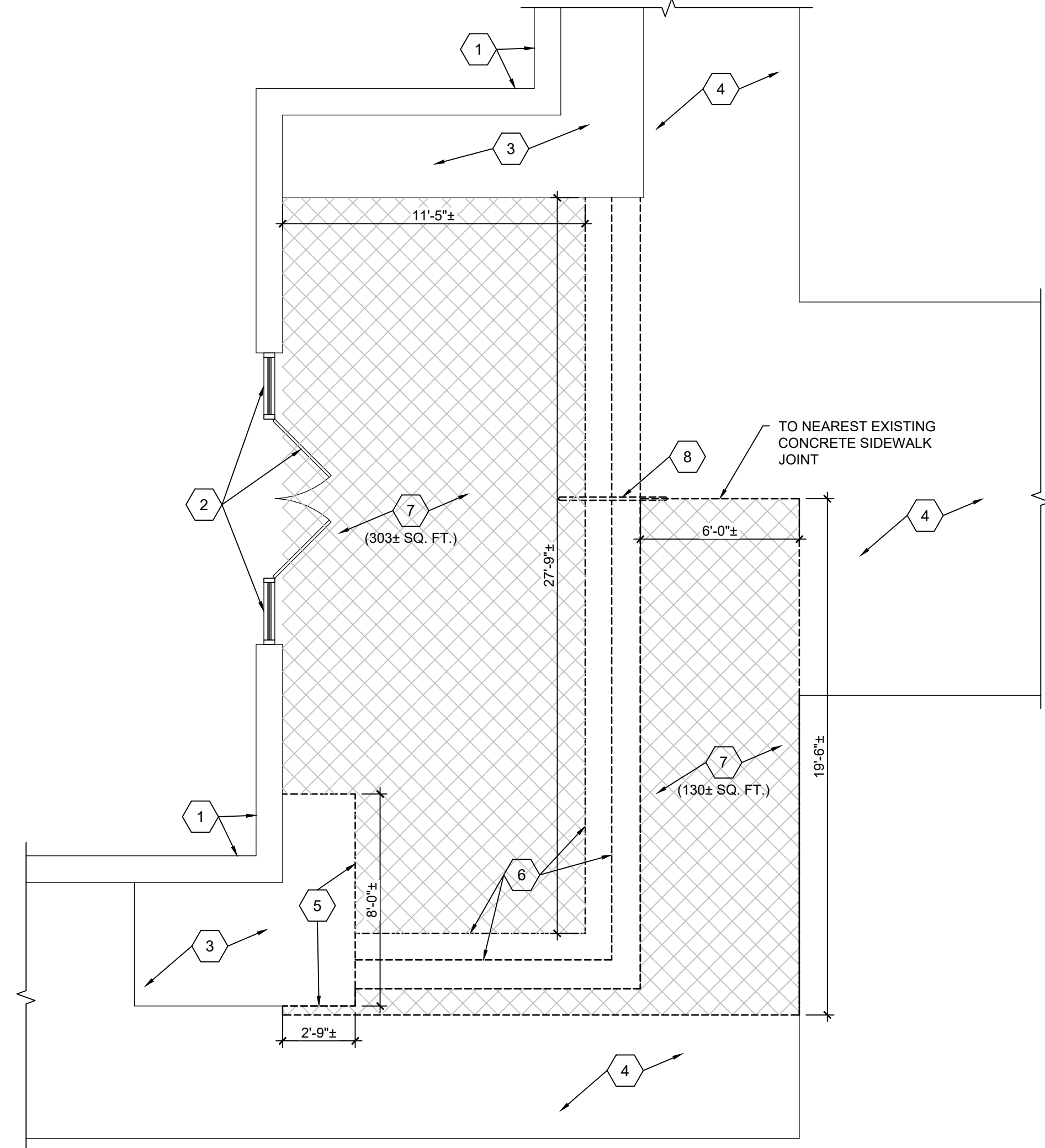
PROGRESS:

BIDDING/PERMIT:

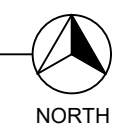
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RICHARD LIVECCHI, AIA, NCARB
OHIO LICENSE #9812
EXPIRATION DATE 12/31/2025
DWG DATE: 05/03/2024
DWG BY: ELT
CHECKED BY: TMJ
PROJECT NO.: #24-0128
SHEET NO.
SP3



1 EXISTING PLAN
SCALE: 1/4" = 1'-0"



DEMOLITION LEGEND

- 1 EXISTING EXTERIOR WALL ASSEMBLY TO REMAIN
- 2 EXISTING DOOR/WINDOW ASSEMBLY TO REMAIN
- 3 EXISTING PLANTER AREA AND PLANTER WALL TO REMAIN
- 4 EXISTING CONCRETE SIDEWALK TO REMAIN
- 5 REMOVE AND RETAIN PORTION OF EXISTING PLANTER WALL AS NEEDED FOR NEW CONSTRUCTION
- 6 REMOVE AND PROPERLY DISPOSE OF CONCRETE STAIRS AS NEEDED FOR NEW CONSTRUCTION
- 7 REMOVE AND PROPERLY DISPOSE OF CONCRETE SIDEWALK AS NEEDED FOR NEW CONSTRUCTION
- 8 REMOVE AND PROPERLY DISPOSE OF EXISTING HANDRAIL AS NEEDED FOR NEW CONSTRUCTION

DEMOLITIONS NOTES

ANY DAMAGE OUTSIDE OF CONSTRUCTION AREA SHALL BE REPAIRED AND RETURNED TO A QUALITY BETTER THAN EXISTING.

ALL EQUIPMENT, ETC. SHALL BE SALVAGED PER OWNER/CLIENT DISCRETION.

IF ANY BUILDING ITEMS ARE TO BE REUSED, CONTRACTOR TO VERIFY THAT THE ITEM IS IN SAFE WORKING ORDER AND MEETS ALL NECESSARY CODE REQUIREMENTS.

DEMOLITION KEY

- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE DEMOLISHED
- EXISTING DOOR AND FRAME TO REMAIN
- EXISTING DOOR AND FRAME TO BE REMOVED

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DEMOLITION PLAN
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