VILLAGE OF PEMBERVILLE – ADA sidewalk improvement project

Bid open date: 10:00 AM Monday, April 6\textsuperscript{th}, 2020

Engineer’s cost estimate: $646,000.00
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NOTICE TO CONTRACTORS

Sealed proposals for the Pemberville ADA Sidewalk Improvement Project will be received by the WOOD COUNTY BOARD OF COMMISSIONERS at their office located at 1 COURTHOUSE SQUARE, 5TH FLOOR, BOWLING GREEN, OHIO 43402 until 10:00 AM on April 6th, 2020.

Each bid must be accompanied by either a bid bond with a surety satisfactory to the aforesaid WOOD COUNTY BOARD OF COMMISSIONERS or by certified check, cashier’s check, or letter of credit upon a solvent bank in the amount of not less than 10% of the bid amount in favor of the aforesaid WOOD COUNTY BOARD OF COMMISSIONERS. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Bids shall be sealed and marked as Bid for Village of Pemberville ADA sidewalk improvement project and mailed or delivered to:

WOOD COUNTY BOARD OF COMMISSIONERS
1 COURTHOUSE SQUARE, 5TH FLOOR
BOWLING GREEN, OH 43402

All bidders must attend a mandatory prebid meeting held at the Wood County Commissioner’s Hearing Room One Courthouse March 23rd, 2020 at 10:00 a.m. Failure to attend meeting will disqualify potential bidders from bidding on said project.

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100% of the contract price.

No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof. WOOD COUNTY BOARD OF COMMISSIONERS reserve the right to waive any informalities or to reject any or all bids.
INSTRUCTIONS TO BIDDERS

SECTION 8
1. **RECEIPT AND OPENING OF BIDS:**
   The **WOOD 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 of the **WOOD COUNTY BOARD OF COMMISSIONERS** until **10:00 AM April 6th, 2020** and then at **10:00 AM April 6th, 2020** said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to **WOOD COUNTY BOARD OF COMMISSIONERS at 1 COURTHOUSE SQUARE, 5TH FLOOR, BOWLING GREEN, OHIO 43402** and designated as bid for **Village of Pemberville ADA Sidewalk Improvement Project**

   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 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 in the bid form.

3. **TELEGRAPhic MODIFICATION:** Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for recipient of bids, provide such telegraphic communication is received by the owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

4. **METHOD OF BIDDING:** The Owner invites **Unit Price** bids as indicated in the Bid Form separately attached and accompanying this document

   If the lowest funds 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; and
   
   c. Take the base bid less a number of items as listed on the proposal form as to produce a net amount which is within available funds.
The engineer's estimate on this project is $646,000.00.

5. **QUALIFICATIONS OF BIDDER:** The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

6. **BID SECURITY:** Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of the bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of the bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

8. **CONDITIONS OF WORK:** Each bidder must inform himself/herself fully to the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

9. **OBLIGATION OF BIDDER:** At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

10. **EXAMINATION OF SITE:** Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection herewith.

11. **SOIL CONDITIONS:** Subject to the convenience of the Owners, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he/she shall maintain and restore the site to original condition.

The Owner does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the Owner represent that the plans and specifications drawn are based upon any data so obtained. The Owner does not make any representation as to the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand, or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.

12. **WORKING FACILITIES:** The plans show, in the general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.

13. **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 Feller Finch & Associates, 1683 Woodlands Drive, Maumee, OH 43537, Attn: Dave Kuhn, 419-893-3680 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 mailed by United States Postal Service to all prospective bidders (at the respective addresses furnished for such purposes) faxed, or emailed, 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 his/her bid as submitted. All addenda so issued shall become part of the contract documents.

14. **WATER SUPPLY**: All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract.

The source, quality and quantity of water furnished shall, at all times, be satisfactory to the Engineer.

15. **SIGNATURE OF BIDDERS**: The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In case of a corporation, the title of the officer signing must be state and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as", or "sole owner". The bidder shall further state, in his/her proposal, the name and address of each person or corporation interested therein.

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

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

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 all of the following documents, completed as required:

   a. Acceptance of Notice of Award
   b. Contract
   c. Insurance certificate(s) and/or policy(ies)
   d. Performance bond
   e. (If over $10,000:) Contractor's Section 3 Plan
   f. (If over $10,000:) Certification of Bidder Regarding Equal Employment Opportunity
   g. (If over $10,000:) Certification(s) by (all) Proposed Subcontractors Regarding Equal Employment Opportunity
   h. Certification of Bidder Regarding Section 3 and Segregated Facilities
   i. Certification(s) of (all) Proposed Subcontractor(s) Regarding Section 3 and Segregated Facilities
   j. (If over $10,000:) Certification by Contractor and Subcontractors of Compliance with Air and Water Acts
   k. Contractor's Certification concerning Labor Standards and 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 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, hereinafter 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 his/her 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 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 in Section H-6 – Federal Davis-Bacon Wage Decision.

Every Contractor and Subcontractor who is subject to this contract shall, as soon as he/she begins performance under his/her contract with the Owner, supply the Owner a schedule of the dates on which he/she is required to pay wages to employees. He/She shall also deliver to the prevailing wage coordinator within three weeks after each pay date, a certified copy of his/her 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 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.

ARTICLE 4 - AFFIRMATIVE ACTION

Each bidder, Contractor or Subcontractor (hereinafter the Contractor) must fully comply with either Part 1 or Part 11, as applicable, of Executive Order 1246 as stated on page G-3 during the performance of this contract or subcontract. The Contractor commits itself to the goals for minority manpower utilization in either Part 1 or Part 11, as applicable, and all other requirements, terms and conditions of those bid conditions by submitting a properly signed bid.
The Contractor shall appoint a company executive to assume the responsibility for the Implementation of the requirements, terms and conditions of these bid conditions.

ARTICLE 5 - INSURANCE

A. The Contractor shall not commence work under this Contract until he/she 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 Fifty Thousand ($250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand ($500,000) Dollars on the account of any one occurrence.

iv. Property Damage Liability insurance shall be in an amount of not less than One Hundred Thousand ($100,000) per occurrence. General Liability shall be extended to provide “Broad Form Property Damage Liability,” and in an amount of not less than One Million ($1,000,000) Dollars aggregate for damage on account of all occurrences.

v. Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million ($1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.

vi. The Owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law. Required liability limits are noted in the attached agreement.

E. Builder’s 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 material connected with the work,
including materials delivered to the site, but not yet installed.

F. Installation Floater Insurance

When a contractor is involved solely in the installation of materials and not in the construction of a building, an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in Paragraph E.

G. The Policies as listed above shall all contain all the following special provisions:

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 WOOD COUNTY BOARD OF COMMISSIONERS."

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 his/her 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 Insurance as evidence of coverage.

ARTICLE 6 - SAFETY

A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and program in connection with the Work. He/She 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, and 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. He/She 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 91-586), 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, April 17, 1971. The Chapter shall also comply with Chapter 4104.9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to their health.

D. The Contractor shall maintain at his/her office or other well know 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.

E. Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic.
during the course of this contract in accordance with the specifications.

ARTICLE 7 - PERMITS

The Contractor is responsible for obtaining and paying for all other necessary permits and licenses from the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he/she shall promptly notify the Owner in writing.

ARTICLE 8 - SUPERVISION

A. The Contractor will supervise and direct the work. He/she 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 Supervisor 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 he/she proposed to conduct the work as to bring about the completion of his/her work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his/her 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.

D. All construction as proposed along all City, Township, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing, sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and the Owner prior to any work beginning on the affected property.

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 fail to do so, the Owner, may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the
Contract Documents by the Owner to the Contractor and 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 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 of 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 Department of Development of the subcontractor's current eligibility status, and after submission of all certifications as required in Item 17, page B-5, 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/her.

ARTICLE 11 - CHANGE OF WORK

A. The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in details of work as may be deemed necessary or desirable. Such increases or decreases and alterations shall not invalidate the contractor 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 be paid for as stipulated in the change order authorizing such work.

C. No changes in work covered by the approved Contract shall be made without having prior written approval of the Owner.

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 August 31st, 2020.

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 $50.00 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 Contract Bond 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 cleaned of all rubbish and debris caused by the construction. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

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:

**ALL PAY REQUESTS AND CHANGE ORDERS SHALL BE GIVEN TO THE PROJECT ENGINEER FIRST.**

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 Department of Development 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.

**ALL CERTIFIED PAYROLL SHEETS SHALL BE SUBMITTED DIRECTLY TO THE OWNER’S LABOR COMPLIANCE OFFICER**
SUPPLEMENTAL GENERAL CONDITIONS

1. SPECIAL HAZARDS: None

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

As required under Article 5 of the General Contract Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in amount not less than $1,000,000 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 $500,000.

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.

3. PHOTOGRAPHS OF PROJECT

The Contractor will be required to furnish photographs of the project if so requested by the Owner.

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

Given on pages LAST SECTION (H-6) OF PACKET

5. BUILDER'S RISK INSURANCE

The Contractor will 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.
WORK SPECIFICATIONS

SECTION D

SEE SEPARATELY ATTACHED PLANS AND SPECIFICATIONS
PROPOSAL FORMS

SECTION E

SEE SEPARATELY ATTACHED UNIT PRICE BID FORM
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 your 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.

Sworn to before me and subscribed in my presence this ______ day of ____________, 20__.

Notary Public
BID GUARANTY AND CONTRACT BOND

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

1

2

as Surety, are hereby held and firmly bound unto

3

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

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

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

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

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

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

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

SIGNED AND SEALED This ___ day of ________________, 20___.

Principal
By: ________________________________
Title: ______________________________

Surety
By: ________________________________

Attorney-in-Fact:
_________________________________
_________________________________
_________________________________

Surety Company Address:
_________________________________
_________________________________
_________________________________

Surety Agent's Name and Address:
_________________________________
_________________________________
NONCOLLUSION AFFIDAVIT

State of

BID Identification

CONTRACTOR ________________________________ (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 fake or sham BID and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner directly or indirectly, sought by agreement, communication or conference with any one 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 divulged information or data relative thereto, 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:

Subscribed and sworn to before me this ___ day of __________, 20___.

Seal of Notary
BONDING AND INSURANCE REQUIREMENTS

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

A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
AGREEMENT FORMS

SECTION F
Resolution No. ______________

AGREEMENT

THIS AGREEMENT made on the _______ day of _________________, 20--., by and between ________________________________________, hereinafter called the “Contractor”, and the Board of County Commissioners, Wood County, Ohio, hereinafter called the “County” and/or “Owner”.

WHEREAS, the United States Government makes block grant money available for public improvements pursuant to 42 USC 5300 et seq. and pursuant to the rules and regulations contained in 24 CFR Section 85; and,

WHEREAS, the Village of _____________ has made application to the County which administers the funds in such program for the purpose of the ___________________________ project; and,

WHEREAS, the Wood County Commissioners in Resolution Number ___________ dated __________________________, have determined the necessity for the __________________________ Improvement Project and have submitted said application to the State of Ohio which has approved the project and authorized the release of moneys; and,

WHEREAS, _________________, is the lowest and best bidder for the _________________ Improvement project.

NOW, THEREFORE, the parties in consideration of the mutual promises set forth herein below do hereby agree as follows:

ARTICLE I – Scope of Work

The Contractor shall furnish all labor, material, tools, machinery, and appurtenances and perform all work in the execution and/or construction of the __________________________ project within Wood County, Ohio to the satisfaction of the County and as set forth in the plans, specifications and proposal for the work as submitted by the contractor.

ARTICLE II - Time of Completion

The work performed under the terms of this Contract shall commence as soon as possible and be completed on or before _________________, unless prevented by conditions under which the Contractor has no control.

ARTICLE III - The Contract Sum

The Owner shall pay to the Contractor for the satisfactory performance of the Contract from ___.___._______ Fund as follows: _________________________________.

ARTICLE IV - Payment of the Contract Sum
Before issuance of any partial payment, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills, and all other indebtedness connected with the work have been paid. The Owner shall pay the Contractor the total sum of the Contract within forty-five (45) days after Contractor’s substantial completion of the Contract to the satisfaction of the Owner, provided, however, that the Contractor may receive partial payments each thirty day period the work is in progress by submitting a proper written bill or estimate for work completed and approved by the Owner and architect or engineer. Said partial payment or payments shall not exceed ninety-two percent (92%) of the value of the work performed and/or material furnished with the exception that no portion of the estimate shall be withheld for any labor performed after the Contract is fifty percent (50%) completed upon the Owner’s receipt of documentation from the Contractor to substantiate the allocation or percentage of said estimate or estimates for labor.

In addition to all other partial payments on account of work performed, the Owner shall pay to the Contractor a sum at the rate of ninety-two percent (92%) of the invoice costs, not to exceed the bid price in a unit price Contract, of material delivered on the site of the work or other approved storage site, provided such materials have been inspected and found to meet the specifications of the Contract. The eight percent (8%) balance of such invoiced value shall be paid to the Contractor when such material is incorporated into and becomes a part of the building, construction, addition, improvement, alteration, or installation provided for in the Contract.

ARTICLE V - Escrow of Retainage

From the date the Contract is fifty percent (50%) complete, as evidenced by payments in the amount of at least fifty percent (50%) of the Contract to the Contractor, all funds retained pursuant to Article IV above pursuant to Sections 153.12 and 153.14 of the Ohio Revised Code for the faithful performance of work shall be deposited in the escrow account designated in Section 153.63 or the Revised Code. When the major portion of the project is substantially completed and occupied, or in use, or otherwise accepted, and there exists no other reason to withhold retainage, the retained percentages held in connection with the partial payments shall be released from escrow and paid to the Contractor, withholding only that amount necessary to assure completion. Funds in escrow account not heretofore paid, with accumulated interest, shall be paid to the Contractor within thirty (30) days from the date of said completion or acceptance or occupancy by the Owner. Such payments shall be made in accordance with Section 153.63 (A) (2) of the Ohio Revised Code.

ARTICLE VI - Contract Documents and Other Terms

The plans, specifications, estimate of cost, drawings, surveys, notice to bidders, proposal for the work as submitted by the Contractor, the Contractor’s Bond, Contractor’s Liability Insurance, the Contractor’s Certificate of compliance with Workers’ Compensation Laws of the State of Ohio, this Agreement and all other documents pertaining thereto shall form the Contract and are as fully a part hereof as if rewritten herein. Said above documents other than this agreement are contained in composite Exhibit B in the contract file in the Commissioners’ Office.
ARTICLE VII – Risk of Loss

The Contractor shall retain title to and bear the risk of loss for the materials until installation is complete and the materials are fully accepted in writing by the Board.

ARTICLE VIII – Proof of Insurance

The Contractor will procure and maintain at its own cost for the duration of this Agreement the following insurance:

A. Commercial General Liability Insurance policy in the amount of at least $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

B. Business Auto Liability Insurance policy in the amount of at least $1,000,000.00 combined single limit, on all owned, non-owned, leased and hired automobiles.

C. Professional Liability (errors and omissions) insurance of at least $1,000,000.00 per claim and $2,000,000.00 in the aggregate, if applicable.

D. Umbrella and excess liability insurance policy with limits of at least $1,000,000.00 per occurrence and $1,000,000.00 in the aggregate, above the commercial general and professional liability, business auto primary policies.

E. Workers’ Compensation insurance covering all individuals performing work under this contract at the statutory limits required by the Ohio Revised Code.

The Contractor further agrees to name the Board as an additional insured on all contracts of insurance for the duration of this Agreement except for professional liability and workers compensation insurance. The endorsement form and the certificate of insurance shall state the following: “Wood County Commissioners, and its respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies.” All certificates and endorsements must be received by the Board before work pursuant to this Agreement commences.

ARTICLE IX – Modification of Agreement

Any alteration or modification of the terms or conditions of this agreement must be in writing and signed by the parties.

ARTICLE X – Assignment

The Contractor shall not assign any duties or compensation received under this Agreement without the express prior written consent of the County.

ARTICLE XI - Non-Discrimination

It is understood and agreed that, in compliance with the provisions of Chapter 125.111, Revised
Code of Ohio, the contractor, any subcontractor, or any person acting on behalf of a contractor or subcontractor will not:

A. Discriminate by reason of race, color, religion, sex, handicap, age, national origin or ancestry 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.

B. Discriminate in any manner against or intimidate any employee hired for the performance of work under this contract on account of race, color, religion, sex, handicap, age, national origin or ancestry.

Under R.C. 153.60, breach of these provisions against discrimination shall result in the following forfeitures:

A. A deduction of a twenty-five dollars forfeiture for each person who is discriminated against or intimidated in violation of this contract from the amount payable to the contractor by the county under this contract;

B. Cancellation or termination of the contract by the county and forfeiture of all money to be come due under this contract for a second or subsequent violation of the terms of this section of the contract.

ARTICLE XII - Contract Wage Requirements

The minimum wage rate to be paid all laborers employed on this Contract shall be in accordance with the Davis-Bacon wage rates available in the Wood County Commissioners’ Office. Contractors and subcontractors shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the rate of wage under the Davis-Bacon wage rates. Certified payroll reports shall be filed in the office of the Owner and each submission shall be for the period of time that request for payment covers. Such payroll records shall not be destroyed or removed from the State of Ohio for a period of at least three years following the completion of this public improvement.

ARTICLE XIII. - OSHA Compliance Clause

The Contractor hereby agrees that any work performed under this agreement shall comply with all applicable requirements under the federal Occupational Safety and Health Act, and/or the Ohio Public Employees Risk Reduction Standards Act, including but not limited to the use of appropriate equipment and materials, protective gear, and safety, emergency and first aid procedures. The Contractor further agrees to defend, indemnify and hold Wood County harmless against any and all claims alleging injury, death or damage to persons or property resulting from a failure to comply with OSHA and PERRS requirements.

ARTICLE XIV - Independent Contractor Clause

It is hereby agreed by and between the parties that the relationship between the Contractor and the County shall be that of an independent contractor and that no employer-employee, or agent-principal relationship is created by this Contract. The County is interested in the results achieved and the conduct
and control of the work will lie solely with the Contractor. The employees of the Contractor are not entitled to any of the benefits the County provides its employees. It is further understood that the County does not agree to use the Contractor exclusively. Moreover, it is understood that the Contractor is free to contract for similar services to be performed for other parties while he is under contract with the County.

ARTICLE XV - Contract Employees

Contractor represents and agrees that the work performed under this contract is performed by its employees or by independent contractors who are not and will not become employees of Wood County for purposes of providing the goods or performing the services that are the subject of this agreement. Contractor agrees that it will take all steps necessary to ensure that those persons or entities who perform duties pursuant to this agreement will not do so in such a way as to be regarded as “public employees” as that term is defined in OAC 145-1-42.

ARTICLE XVI – Contract Wage Requirements

The Minimum wage rate to be paid all laborers employed on this contract shall be in accordance with the Davis-Bacon wage rates available in the Wood County Commissioners Office. Contractors or subcontractors shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the rate of wage under the Davis-Bacon wage rates. Copies of all payrolls shall be filed in the office of the Owner and each submission shall be for the period of time that request for payment covers. Such payroll records shall not be destroyed or removed from the State for the period of one year following the completion of this improvement.

ARTICLE XVII - Nondiscrimination Clause

It is understood and agreed that, in compliance with the provisions of Chapter 125.111, Revised Code of Ohio, the Consultant, any subcontractor, or any person acting on behalf of a contractor or subcontractor will not:

A. Discriminate by reason of race, color, religion, sex, handicap, age, national origin or ancestry 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.

B. Discriminate in any manner against or intimidate any employee hired for the performance of work under this contract on account of race, color, religion, sex, handicap, age, national origin or ancestry.

Under R.C. 153.60, breach of these provisions against discrimination shall result in the following forfeitures:

A. A deduction of a twenty-five dollars forfeiture for each person who is discriminated against or intimidated in violation of this contract from the amount payable to the contractor by the county under this contract;
B.) Cancellation or termination of the contract by the county and forfeiture of all money to be come due under this contract for a second or subsequent violation of the terms of this section of the contract.

ARTICLE XVIII – Independent Contractor Clause

It is hereby agreed by and between the parties that the relationship between the Consultant and the County shall be that of an independent contractor and that no employer-employee, or agent-principal relationship is created by this contract. The County is interested in the results achieved and the conduct and control of the work will lie solely with the Consultant.

The Consultant is not entitled to any of the benefits the County does provide its employees. It is further understood that the County does not agree to use the Consultant exclusively. Moreover, it is understood that the Consultant is free to contract for similar services to be performed for other parties while he is under contract with the County. The Consultant shall be solely liable and responsible to pay all required taxes and other obligation, including, but not limited to, withholding and social security.

ARTICLE XIX - Personal Property Tax Statement.

The Contractor has complied with the requirements of O.R.C. 5719.042 by providing a statement under oath as to whether and in what amount said Contractor is charged with delinquent personal property taxes in Wood County. Said statement is attached hereto as Exhibit A and is hereby incorporated by reference into this contract as if fully rewritten herein.

ARTICLE XX - Child Support

The Contractor declares that its principal officers, directors, shareholders and/or partners are current with any court-ordered child support payments pursuant to the Board of County Commissioners’ Resolution No. 92-2041.

ARTICLE XXI - Indemnification: Hold Harmless Clause

The Contractor agrees that it will defend, indemnify and hold the County harmless from any liabilities, claims or demands arising out of work performed pursuant to this contract from persons who are not party thereto and who claim or allege any personal injury or death or any damage to their property due to the intentional or negligent acts of the Contractor or its officers, employees, agents or assigns. The County shall be required to give timely notice and accord to the Contractor, the right to defend and settle all such claims.

ARTICLE XXII – Debt Check Provision

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved.
By entering into this contract, Contractor warrants that a finding for recovery has not been issued to Consultant by the Ohio Auditor of State. Consultant further warrants that Consultant shall notify Board within one (1) business day should a finding for recovery occur during the contract term.

ARTICLE XXIII – Governing Law: Venue

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Ohio. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement shall be in the state courts located in the State of Ohio.

ARTICLE XXIV - Severability Clause

If any section, subsection, sentence, clause, phrase, or portion of this agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE XXV - Entire Agreement

This agreement, the schedules and all attachments designated on the face of the agreement as included shall constitute the entire Agreement of the parties and shall supersede all prior negotiations, and representations, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have hereby executed this Agreement, as of the day, month and year first above written.

WITNESSED BY: FOR THE CONTRACTOR

__________________________________                     By: _______________________________

__________________________________                     _______________________________

WITNESS: FOR THE OWNER:

__________________________________                     _______________________________

__________________________________                     _______________________________

__________________________________                     _______________________________

Board of County Commissioners,
CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

I, Matthew Oestreich, Auditor of Wood County hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of ___________________ or is in the process of collection to the credit of the appropriated fund, free from prior encumbrance.

__________________________________
Matthew Oestreich
NOTICE OF AWARD

To:

Project:

Project Description:

The Wood County Commissioners have considered the proposal submitted by you on for the above described work in response to its solicitation of proposals for said project.

You are hereby notified that your proposal has been accepted for this project in the amount of

You are required by the to execute an agreement and furnish the required Contract Bond, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

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

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

Dated this day of:

Owner: Wood County Commissioners

By: ________________________________
Name: _______________________________
Title: _______________________________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by __________________________ on this __ day of __________, 20__.

By: ________________________________
Name and Title: ________________________________

cc: CONTRACTOR’S Surety
Surety’s Agent
NOTICE TO PROCEED

To:
Contractor

PROJECT Description:

You are hereby notified to commence WORK in accordance with the Agreement dated ______________, 20__, on or before ______________, 20__, and you are to complete the WORK within ___ consecutive calendar days thereafter. The date of completion of all WORK is therefore.

Owner: Wood County Commissioners
By: __________________________________________
Name: ________________________________________
Title: __________________________________________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by ______________ on this ___ day of ____________, 20__.

By: __________________________________________
Name: ________________________________________
Title: __________________________________________
CHANGE ORDER

No. _______________

Project: ____________________________

Date: ____________________________

Contract No. ____________________________

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

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

$ _______________ original contract price

$ _______________ previous change/extras

$ _______________ this change/extra

$ _______________ subtotal

$ _______________ deductions

$ _______________ net total

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

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

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

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

Change requested by ____________________________ Date ________________

Change recommended by ____________________________ Date ________________

Change accepted by ____________________________ Date ________________
CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, __________________________, the dully authorized and acting legal representative of __________________________, 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

SEAL:
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 Contractor 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 City/County to assure proper accounting for all project funds. These records will be made available for audit purposes to the City/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 City/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 herefrom.

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 precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

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

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.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided by the Owner advising the said labor union or workers’ representatives of the contractor’s commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11248 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the
Ohio Department of Development's Office of Housing and Community Partnerships (OHCP), the U.S. Department of Labor and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

(6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

(1) The 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.

(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:

<table>
<thead>
<tr>
<th>Goals for Minority Participation</th>
<th>Goals for Female Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.9%</td>
<td>6.9%</td>
</tr>
</tbody>
</table>

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

(3) The Contractor shall provide written notification to the Manager of the Office of Housing and Community Partnerships, Ohio Department of Development, P.O. Box 1001, Columbus, Ohio 43266-0101 within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the...
geographical area in which the contract is to be performed.

(4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Village of Pemberville, Wood County, OH


(1) As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to whom the Director delegates authority;
   c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
   d. "Minority" includes:
      (i) Black: all persons having origins in any of the Black African racial groups not of Hispanic origin;
      (ii) Hispanic: all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
      (iii) Asian and Pacific Islander: all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
      (iv) American Indian or Alaskan Native: all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or 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 reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
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.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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 or 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 of the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility
for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with 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 opening, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

q. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting offices.

(8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7q). The efforts of a contractor association, joining contractor-union, contractor-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 it effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

(14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by OHCP and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the 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. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offerer, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated
facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, **transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt for the provision of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

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

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 1964**
(a) No person in the United States shall on the grounds 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 of 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 of 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 those 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 financial 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.
CONTRACTOR

Section 3 Plan Format

[Company Name] agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Village of Pemberville:

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 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 ensure 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, grants, contracts and subsidies for less than $10,000 will be exempt.
As officers and representatives of ________________________________

(NAME OF CONTRACTOR)

__________________________________________  ________________________________
SIGNATURE                           DATE

__________________________________________
TITLE

__________________________________________  ________________________________
SIGNATURE                           DATE

__________________________________________
TITLE
**PROPOSED SUB CONTRACTS BREAKDOWN**

**TABLE A**

FOR THE PERIOD COVERING ___________ 20___ THROUGH ___________ 20___

(Duration of the CDBG-Assisted Project)

<table>
<thead>
<tr>
<th>COLUMN 1</th>
<th>COLUMN 2</th>
<th>COLUMN 3</th>
<th>COLUMN 4</th>
<th>COLUMN 5</th>
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</thead>
<tbody>
<tr>
<td>TYPE OF CONTRACT (BUSINESS OF PROFESSION)</td>
<td>TOTAL NUMBER OF CONTRACTS</td>
<td>TOTAL APPROXIMATE DOLLAR AMOUNT</td>
<td>ESTIMATED NUMBER CONTRACTS TO PROJECT AREA BUSINESSES*</td>
<td>ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES*</td>
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*The Project Area is coextensive with the City/Village of ___________________________ boundaries.

Company

Project Name ___________________________  Project Number ___________________________

EEO Officer (Signature)
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<tr>
<th>COLUMN 1</th>
<th>COLUMN 2</th>
<th>COLUMN 3</th>
<th>COLUMN 4</th>
<th>COLUMN 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOB CATEGORY</td>
<td>TOTAL ESTIMATE</td>
<td>NUMBER POSITIONS CURRENTLY OCCUPIED BY</td>
<td>NUMBER POSITIONS NOT CURRENTLY OCCUPIED</td>
<td>NUMBER POSITIONS TO BE FILLED WITH L.I.P.A.R.*</td>
</tr>
<tr>
<td>OFFICERS/SUPERVISORS</td>
<td>POSITIONS</td>
<td>PERMANENT EMPLOYEES</td>
<td>OCCUPIED</td>
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TOTAL

*Lower income project area residents (L.I.P.A.R.) are individuals residing within the Village of Bradner whose family income does not exceed 51% of the median income in the SMSA.*
Ohio Department of Development Services
Office of Housing and Community Partnerships
Certification of Bidder Regarding Equal Employment Opportunity

Name of Prime Contractor

Project Number

Instructions

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

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

Contractor's Certification

Name and Address of Bidder (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
   - [ ] Yes  [ ] No

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   - [ ] Yes  [ ] No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   - [ ] Yes  [ ] No

4. Have you even been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
   - [ ] Yes  [ ] No

Name and Title of Signer (Please type)

Signature

Date

Modeled after form HUD-12
OHIO DEPARTMENT OF DEVELOPMENT
OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS
CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR ____________________________________________ PROJECT NUMBER ________________________________________

INSTRUCTIONS

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

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

SUBCONTRACTOR'S CERTIFICATION

________________________________________

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
   □ Yes    □ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   □ Yes    □ No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   □ Yes    □ No

4. Have you even been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
   □ Yes    □ No

NAME AND TITLE OF SIGNER (Please type)

________________________________________

SIGNATURE _______________________________ DATE _______________________________

Modeled after form HUD-12

12.40 - 52
CERTIFICATION OF BIDDER REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Name of Prime Contractor  Project Name

Name and Title of Signer (Print or Typed)

Signature  Date
CERTIFICATION OF PROPOSED SUBCONTRACTOR 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 the 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 Typed)

________________________________________  __________________________
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 List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition of the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph 91) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.
ARCHITECT'S CERTIFICATION
COMPLIANCE WITH MINIMUM STANDARDS FOR
Accessibility BY THE PHYSICALLY HANDICAPPED

Grantee Number: _____________________________
Project Name: _____________________________

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

Architect for the project: _____________________________(Legal Name and address)

________________________________________
SIGNATURE

________________________________________
(PRINT NAME)

________________________________________
DATE

________________________________________
NAME OF CHIEF LOCAL EXECUTIVE OFFICIAL

________________________________________
SIGNATURE

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

Grantee Number: ________________________________
Project Name: ________________________________

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

Architect for the project: ________________________________ (Legal Name and address)

__________________________________________________
SIGNATURE

__________________________________________________
(PRINT NAME)

__________________________________________________
DATE

__________________________________________________
NAME OF CHIEF LOCAL EXECUTIVE OFFICIAL

__________________________________________________
SIGNATURE

__________________________________________________
DATE
FEDERAL LABOR STANDARDS
PROVISIONS

SECTION H-1
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.

A1. (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 the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 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 additional 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)(iii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can 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 requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bear a reasonable relationship to the wage rates contained in the wage determination.
(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 by HUD or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or 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.)

(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 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.)

(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 person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon 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).

2. Withholding. 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 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 sameprime 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), 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 fund 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.
3. **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 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 constrict or development of the project). Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wage 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)92)(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 cost 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 benefits 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) **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)(4)(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).

(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.
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.

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 United States Code.

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 designees 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 ground for debarment action pursuant to 29 CFR Part 5.12.

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 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.
(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 at the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determine that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination 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 of a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 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 910) and such other clauses as HUD or its designee may by appropriate instructions 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.
(i) **Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm which has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) **No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government 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.**

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. 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 causes 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 therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in 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 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 actin or upon written request of an authorized representative of the Department of Labor withhold or cause to withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime subcontractor 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 construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 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.
CERTIFICATE OF COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

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

1. The contractor is responsible for employing only eligible subcontractors who have certified eligibility in written contract containing Federal Labor Standards Provisions.

2. The contractor is responsible for the payment of federal prevailing wage rates by its subcontractors while performing work under this contract. If the subcontractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.

3. The contractor is responsible for collecting weekly certified payrolls from its subcontractors, reviewing said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.

4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

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

BY:

__________________________________________
NAME

__________________________________________
TITLE:

__________________________________________
DATE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

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 contact; and

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, in 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. 276a-2(a).]

   (b) No part of the aforementioned contract has been or will be subcontract to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. 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 ________________________

   ___ (3) A Partnership

   ___ (4) Other Organization (Describe):  

12.40 - 67
(c) The name, title and address of the owner, partners or officers of the undersigned are:

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

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

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<th>NAME</th>
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<th>TRADE CLASSIFICATION</th>
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Date: ___________________________

(Contractor)

(By)

WARNING

U.S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the name to be false . . shall be fined not more than $5,000 or imprisoned not more than two years, or both."
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBCONTRACTOR’S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

1. The undersigned, having executed a contract with: ________________________________
   for: ________________________________.

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

   (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contact;

   (b) Neither he nor any firm, corporation, 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. 276a-2(a)].

   (c) No part of the aforementioned contract has been or will be subcontract to any subcontractor if such
       subcontractor or any firm, corporation, partnership or association in which such subcontractor has a
       substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned
       regulatory or statutory provisions.

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

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

3. 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 ________________________.
       ___ (3) A Partnership
       ___ (4) Other Organization (Describe):
(c) The name, title and address of the owner, partners or officers of the undersigned are:

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

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Date: ____________________________

(Contractor)

(By)

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FEDERAL DAVIS-BACON WAGE DECISION

SECTION H-6

See separately attached wage rates
DOCUMENTS REQUIRED FOR ADDITIONAL GRANT FUNDS BEING USED FOR PROJECT:

See attached